STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

April 1, 2022

Mr. Frederick Jortner
Clerk of the House
State Capitol
Hartford, CT 06106

RE: Submissions of SEBAC 2022 and Individual Unit Agreements

Dear Mr. Jortner:

As affirmed by the parties' signatures on the attached Agreement, this will confirm that the SEBAC 2022 Agreement between the State and the State of Connecticut Employees Bargaining Agent Coalition (SEBAC) was ratified on March 31, 2022, and that all of the individual unit agreements, which collectively make up Attachment C to SEBAC 2022, have also been ratified by the respective union memberships. To the extent required by law, these agreements have been reviewed and approved by the Governor's designee for collective bargaining, and the State Office of Policy and Management.

In accordance with Section 5-278(b) of the Connecticut General Statutes, the Office of Labor Relations hereby files with the Clerks of the House of Representatives and the Senate the SEBAC 2022 Agreement, including all addenda, and including for Attachment C, the cost statements of implementing all the companion unit agreements.

Also included and attached are supersedence appendices of sections of the General Statutes and State Agency Regulations superseded by the SEBAC 2022 Agreement.

Accordingly, please find one executed copy and five additional copies of the following unit agreements which collectively compose Attachment C to SEBAC 2022:

- Agreement between the State of Connecticut and the Connecticut Employees Union Independent, Affiliated Local 511, SEIU (NP-2 –Service and Maintenance).
- Agreement between the State of Connecticut and Locals 196, 318, 355, 478, 562, 610 and 704 of Council 4 AFSCME (NP-3 – Administrative Clerical).
- Agreement between the State of Connecticut and Locals 387, 391 and 1565 of Council 4 AFSCME (NP-4 – Correctional Employees).
- Agreement between the State of Connecticut and the Connecticut Police and Fire Union (NP-5 – Protective Services).
- Agreement between the State of Connecticut and the New England Health Care Employees Union, District 1199 (NP-6 – Paraprofessional Health Care Employees and P-1 – Professional Health Care Employees).

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450 Capitol Avenue, Hartford, Connecticut 06106

- Agreement between the State of Connecticut and the Connecticut State Employees Association, SEIU Local 2001 (NP-8 – Correction Supervisors).
- Agreement between the State of Connecticut and the Connecticut State Employees Association, SEIU Local 2001 (NP-9 – State Police Lieutenants and Captains).
- Agreement between the State of Connecticut and Locals 269, 714 and 2663 of Council 4 AFSCME (P-2 – Social and Human Services).
- Agreement between the State of Connecticut and the Connecticut State Employees Association, SEIU Local 2001 (P-3A – Education Administrators).
- Agreement between the State of Connecticut and the Connecticut State Employees Association, SEIU Local 2001 (P-3B – Education Professionals).
- Agreement between the State of Connecticut and the Connecticut State Employees Association, SEIU Local 2001 (P-4 – Engineering, Scientific and Technical).
- Agreement between the State of Connecticut and the Administrative and Residual Employees Union, Local 4200-AFT, CFEPE (P-5 – Administrative and Residual).
- Agreement between the State of Connecticut and the American Federation of Teachers – Connecticut (P-6 – Assistant Attorneys General and P-7 – Assistant Attorneys General Department Heads).
- Agreement between the State of Connecticut and American Federation of State, County and Municipal Employees, Council 4, Local 3419 (P-8 – Department of Children and Families Program Supervisors).
- Agreement between the Judicial Branch and AFSCME Council 4, Local 749 (Judicial Employees).
- Agreement between the Judicial Branch and the Connecticut State Employees Association, SEIU Local 2001, CSEA (Supervising Judicial Marshals).
- Agreement between the Judicial Branch and International Brotherhood of Police Officers, Local 731 (Judicial Marshals).
- Agreement between the Judicial Branch and the Union of Professional Judicial Employees AFT/AFT-CT.
- Agreement between the Division of Criminal Justice and AFSCME Council 4, Local 749 (Criminal Justice Employees).
- Agreement between the Division of Criminal Justice and the Connecticut Association of Prosecutors.
- Agreement between the Division of Criminal Justice and the Connecticut State Employees Association, SEIU Local 2001, Police Inspectors Council.
- Agreement between the Connecticut State Board of Education and Local 61, The American Federation of School Administrators, AFL-CIO (AFSA).
- Agreement between the Connecticut State Board of Education and the Connecticut Technical Education and Career System (CTECS) and State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFT-CIO (SVFT).
- Agreement between the Division of Public Defenders Services and the AFSCME Council 4 (Public Defenders Unit).
- Agreement between the Board of Regents for Higher Education and the State University Organization of Administrative Faculty, Local 2836 of Council 4, AFSCME, AFL-CIO (SUOAF).

- Agreement between the Board of Regents for Connecticut State Colleges and University System and the Connecticut State University American Association of University Professors (CSU-AAUP).
- Agreement between the Board of Regents for Higher Education and the Congress of Connecticut Community Colleges, AFSCME Local 2480, Council 4 and Agreement between the Board of Regents for Higher Education and the Charter Oak State College Professional Bargaining Unit Local 1214, AFSCME, Council 4.
- Agreement between the Board of Regents for Higher Education and the Congress of Connecticut Community Colleges and Agreement between the Board of Regents for Higher Education and the Federation of Technical College Teachers, American Federation of Teachers, Local 1942, AFL-CIO.
- Agreement between the University of Connecticut Chapter of the American Association of University Professors (UConn-AAUP).
- Agreement between the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO (UCPEA).
- Agreement between the University of Connecticut and the University of Connecticut Health Center Chapter of the American Association of University Professors (Uconn-UCHC).
- Agreement between the University of Connecticut Health Center (UConn Health) and the University Health Professionals Local 3837 AFT/AFT-CT/AFL-CIO (UHP).

Approval by the General Assembly is respectfully requested.

I appreciate your consideration.

Sincerely,

David Krayeski

Paul Mounds, Chief of Staff, Office of the Governor
Jeffrey Beckham, Acting Secretary, OPM
Paul Potamianos, Deputy Secretary, OPM
Gregory Messner, Executive Budget Officer, OPM
Marty Carlson, Deputy Comptroller
Chris Perillo, Office of Fiscal Analysis
Daniel E. Livingston, Esq., Chief Negotiator, SEBAC

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

April 1, 2022

Mr. Michael Jefferson
Clerk of the Senate
State Capitol
Hartford, CT 06106

RE: Submissions of SEBAC 2022 and Individual Unit Agreements

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Approval by the General Assembly is respectfully requested.

I appreciate your consideration.

Sincerely,

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Daniel E. Livingston, Esq., Chief Negotiator, SEBAC

SEBAC 2022 AGREEMENT
-between-
STATE OF CONNECTICUT
-and-
STATE EMPLOYEES BARGAINING AGENT COALITION (SEBAC)

In order to assist in preserving public services and in providing adequate levels of staffing for state employee benefits programs which are an asset to the State as well as its employees, the State of Connecticut and the State Employees Bargaining Agent Coalition ("SEBAC") agree to the following provisions. This agreement shall amend previous SEBAC Agreements as necessary to carry out the specific changes set forth herein.

I. MODIFICATIONS TO THE CURRENT SEBAC PENSION AND HEALTH CARE AGREEMENT

A. **Health Care Preservation and Enhancement of Current Plans and Joint Efforts.**
Except as specifically referenced herein, all the provisions of 1997-2017 Pension and Health Care Agreement, as amended, shall apply. The Changes to Health Care are:

i. **Affecting Active Employees:**
   1. Voluntary Prudent RX.

ii. **Affecting Retirees not on Medicare:**
   1. Voluntary Prudent RX.

The specifics of the Prudent RX Program are set forth in Appendix A.

II. PROVISIONS AFFECTING BARGAINING UNIT AGREEMENTS

The State and SEBAC recognize that wages and other matters are negotiated on a bargaining unit basis by the union designated as the exclusive bargaining representative for that unit. However, in order to carry out of the intent of this agreement with respect to the protection and preservation of state services and to encourage staffing levels that are consistent with those purposes and wage and benefit levels that are fair and consistent among the affected bargaining units, the State and SEBAC have agreed that the parameters in Appendix B shall apply to all units participating in this agreement.

III. TENTATIVE AGREEMENT, SUBJECT TO RATIFICATION AND APPROVAL BY THE GENERAL ASSEMBLY

By their signatures below, the parties indicate that this tentative agreement has been approved by the Governor, and ratified by SEBAC Leadership, and that each of the bargaining unit agreements tentatively agreed to in accordance with Attachment B by their appropriate negotiating parties have been fully ratified and attached as Attachment C to this agreement. This

agreement is further subject to the approval of the General Assembly in accordance with the provisions of Connecticut General Statutes §5-278(b).

Daniel E. Livingston, Chief Negotiator
SEBAC

David Krayeski, Office of Labor Relations
State of Connecticut

Dated this 31st day of March, 2022.

Attachment A – Health Insurance Design Specifications

I. Further Explanation of Prudent RX - Voluntary Specialty Drug Discount Program

Beginning July 1, 2022, all active employees and non-Medicare eligible retirees will be enrolled in a specialty drug discount program that provides enrollees with $0 cost share for all specialty medications. Participation in the specialty discount program will be automatic unless the member chooses to opt out. Members can optout of the program during open enrollment each year, beginning with the May 2022 open enrollment, by filling out a form, which will be made available by the Comptroller and the plan's pharmacy benefit manager.

Enrollees will receive $0 cost share for all specialty medication for participating in the specialty discount program. In exchange for the $0 cost share, participants are required to enroll in available manufacturer assistance programs with the assistance of the specialty discount program administrator. Failure to enroll in manufacturer discount programs as recommended by the program administrator will result in removal from the program, effective with the start of the following plan year and a resumption of the previously applicable specialty copay. The appropriateness, amount and nature of any compliance incentive which the parties determine is likely to increase overall savings to the state shall be determined by the Health Care Cost Containment Committee.

Members enrolled in the program will also be enrolled in a specialty management program, which ensures appropriate and safe use of specialty drugs, be subject to a specialty formulary and will be offered a limited specialty pharmacy network. Enrollees currently utilizing specialty drugs will not be subject to the specialty management review for current prescriptions.

The value of drug manufacturer coupons or copay assistance associated with the specialty discount program will not count towards the calculation of a member's cost sharing responsibility for purposes of out-of-pocket maximums.

If specialty drug discount programs are discontinued by pharmaceutical manufacturers or fail to reduce overall prescription drug costs to plan members and the State, all members shall revert to their standard specialty copay.

ATTACHMENT B

State of Connecticut and SEBAC –Framework Concerning Wages and Other Matters (hereinafter referred to as the "2022 Agreement Framework")

I. The following parameters shall apply to wage agreements through June 30, 2024:

a. **Wage increases for FY 2021-22**[1]

Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.

Retroactive to the annual increment date or dates for the respective bargaining unit and individual, and upon legislative approval, the annual increment or their equivalent shall be paid for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021. Non-increment units will receive additional payments in lieu of increments in accordance with the parties' usual practice.

b. **Wage increases for FY 2022-23 Fiscal Year.** Provide a two and one-half percent (2.5%) increase plus step increases, annual increments or their equivalent to those units that have them as part of their collective bargaining agreement. Non-increment units will receive additional payments in accordance with the parties' usual practice. This will be paid in the payroll that includes July 1, 2022.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a $1,000 (one thousand dollars) special lump sum payment.

[1] The parties have agreed to the attached Memorandum of Agreement regarding the retroactivity of the FY2021-2022 wages. In addition, some individual collective bargaining agreements may vary in terms of the effective date of general wage increases consistent with those units' usual practices. Non-increment units have bargained the manner of distribution of the payments in lieu of increment at the local bargaining tables.

This special lump sum payment shall be pro-rated for part-time unit employees.

c. **Wage increases for 2023-2024** – Provide a two and one-half percent (2.5%) increase plus step increases, annual increments or their equivalent to those units that have them as part of their collective bargaining agreement. Non-increment units will receive additional payments in accordance with the parties' usual practice. This will be paid in the payroll that includes July 1, 2023.

d. **Wage increases for 2024-2025** - Wage Reopener for 2024-2025 (for effective date July 1, 2024) for those units that elected a four-year collective bargaining agreement. Either party, by a notice in writing no sooner than January 1, 2024, may reopen pursuant to the language in their collective bargaining agreement on the following:

- General Wage Increase
- Increment and Lump Sum

All other provisions of the collective bargaining agreement shall remain in full force and effect unless otherwise specifically set forth in the agreement.

II. **Funds and other payments** - All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc., shall remain in place and continue in the same amounts presently in the respective collective bargaining agreement, except to the extent otherwise called for in the collective bargaining agreements.

III. **Longevity** – Payments shall be made, for all years of the contract, in accordance with the individual collective bargaining agreements.

Attachment C -- Unit Agreements

Bargaining units' tentative agreements which have been negotiated and ratified in connection with the 2022 discussions between the State and SEBAC are attached hereto along with their required supporting documents.

Memorandum of Understanding Regarding the

2022 SEBAC AGREEMENT

The State of Connecticut and the State Employees Bargaining Agent Coalition ("SEBAC") are parties to an agreement dated March 31, 2022 ("2022 SEBAC Agreement" or "Agreement"), which has been ratified by the SEBAC membership and has been submitted to the General Assembly for approval.

1. The 2022 SEBAC Agreement provides for retroactive wage increases effective July 1, 2021 for bargaining units with collective bargaining agreements attached as Appendix C. In this regard, the Agreement contains the following language:

> Wage increases for FY 2021-22
>
> Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.
>
> Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.
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> Retroactive to the annual increment date or dates for the respective bargaining unit and individual, and upon legislative approval, the annual increment or their equivalent shall be paid for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021. Non-increment units will receive additional payments in lieu of increments in accordance with the parties' usual practice.

2. Employees covered by paragraph #1 above, who have separated prior to legislative ratification shall be eligible for retroactive step increases or their equivalent, as negotiated at the local tables, through their date of departure.

3. Pursuant to the Agreement, the State will have five (5) years from the date of legislative ratification to make any necessary pension adjustments as a result of retroactivity.

4. No interest or other penalties will accrue during this five-year period.

5. The provision in paragraph #1, above, is set forth in the main body of the 2022 SEBAC Agreement and in some of the tentative agreements of individual bargaining units contained in Appendix C thereof. The parties agree that to the extent such individual bargaining unit agreements contain language regarding retroactive wages to those employees who *resign* or *retire* from state service prior to legislative ratification, that language will be deleted from the final versions of the individual collective bargaining agreements.

6. The parties further agree that the language contained in paragraph #1, above, regarding retroactive wages to those employees who *resign* or *retire* from state service prior to legislative ratification shall not be used to support either party's arguments in any future SEBAC negotiations, individual contract negotiations and/or resulting arbitrations. This Memorandum of Understanding shall not serve as precedent in any pending or future disputes between the parties in any forum regarding the specific issue of resigned or retired employees' eligibility for retroactive wages and shall not be admissible as evidence in any proceeding regarding this issue involving either of the parties to, or entities bound by, this Memorandum of Understanding.

Daniel E. Livingston, Chief Negotiator
SEBAC

David Krayeski, Office of Labor Relations
State of Connecticut

Dated this 31st day of March, 2022.

SUPERSEDENCE APPENDIX

AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE STATE EMPLOYEES BARGAINING AGENT COALITION

(AND RELATED PROVISIONS OF UNIT AGREEMENTS)

SUBMITTED TO THE GENERAL ASSEMBLY April 1, 2022

In accordance with Section 5-278, paragraph (b) of the General Statutes, the following is a list of those provisions of the 2022 SEBAC Agreement and individual unit agreements which are in conflict with any statute or regulation of any state agency, and which have not been previously approved by the General Assembly. Additionally, various sections of previous SEBAC Agreements are changed as a result of the 2022 SEBAC Agreement.

PROVISIONS OF SEBAC AND/OR UNIT AGREEMENTS	**STATUTE(S) AND/OR REGULATION AMENDED**
General wage increases effective July 1, 2021, July 1, 2022, July 1, 2023 Annual Increments or equivalent and top step bonuses effective July 1, 2021, July 1, 2022, July 1, 2023.	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Special $2,500 lump sum payment effective July 1, 2021. Special $1,000 lump sum payment effective July 1, 2022.	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
General wage increases and annual increment or equivalent retroactive to July 1, 2021, pension adjustments without interest or penalties.	C.G.S. § 5-156c C.G.S. § 5-156e
Voluntary Prudent RX for active employees and retirees not on Medicare	C.G.S. §5-259 C.G.S. §5-259(a)

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Memorandum of Understanding Regarding the 2022 SEBAC Agreement
Dated March 31, 2022
(in $ millions)

	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
WAGE AND RELATED ITEMS	See attached cost sheets for individual bargaining units				
ASSOCIATED FRINGE BENEFITS COSTS	See attached cost sheets for individual bargaining units				
MODIFICATIONS TO CURRENT SEBAC PENSION AND HEALTH AGREEMENT:					
Voluntary Specialty Drug Discount Program	-	(30.0)	(30.0)	(30.0)	(30.0)

MAINTENANCE & SERVICE
UNIT (NP-2) CONTRACT

Between

STATE OF CONNECTICUT

And

CONNECTICUT EMPLOYEES
UNION INDEPENDENT

Affiliated Local 511
Service Employees International Union
AFL-CIO, CLC

Effective July 1, ~~2016~~ 2021 Expiring June 30, ~~2021~~ 2025

3/18/22

3/21/22

Proposal No. 1 (Revised)

Proposal No. 1

Article 6
Union Security

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

Dues Deduction/Check-off Authorization: I hereby request and voluntarily authorize my employer to deduct bi-weekly from my earnings and transmit to CEUI/SEIU Local 511 an amount equal to the regular dues uniformly applicable to members of CEUI/SEIU Local 511. This authorization shall remain in effect unless I revoke it by sending written notice via U.S. mail to CEUI/SEIU Local 511 during the period not less than thirty (30) days and not more than forty-five (45) days before (1) the annual anniversary date of this agreement or (2) the date of termination of the applicable contract between the employer and CEUI/SEIU Local 511, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless I revoke it in writing during the window period, even if I have resigned my membership in CEUI/SEIU Local 511. This authorization is voluntary and is not a condition of my employment, and I can decline to agree to it without reprisal. I understand that all members benefit from everyone's commitments because they help to build a strong union that is able to plan for the future.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Treasurer of the Union no later than fifteen (15) days ~~Union's designee "as soon as available" or "as soon as practicable" (defer to current contract language)~~ after the payroll period in which such deductions are made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues ~~or agency service fee~~ shall be made from workers' 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 Eight. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

Section Nine. 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 fee~~, provided any such payroll deduction has been approved by the State in advance.

Section Ten. The State employer agrees to continue voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept separate and consistent with federal and state law on this subject.

Section Eleven. See Addendum A

Section Twelve. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union's Office Administrator and shall include the new bargaining unit member's work location.

Section Thirteen. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational

needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.

Ernest Lowe 2/3/22

Cara O'Sullivan 2/4/22

Article 7

Union Rights

~~**Section Nine. Orientation and Training.** Once a month, at each institution or work location, all new employees shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. The Union will provide all new employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.~~

*This language is to be stricken from the CBA and replaced with Article 6, Union Security, Section 13 as included in the State's Revised Proposal Number 1, received on 12/6/21

Cara O'Sullivan 2/4/22

For the Union

Ernest Lowe 2/3/22

For the State

NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 28 A (Revised)

Article 15
Transfers

Section Seven. DOT Lateral Transfer Lists

Purpose: This Lateral Transfer List posting will be used in lieu of the job posting requirements in Article 14. As vacancies in the Transportation Maintainer 2 and Storekeeper classifications are approved for refill, the DOT shall first offer transfer to the senior qualified lateral employee whose name appears on the Lateral Transfer List for a specific garage/work location per the terms as set forth below.

Exceptions: The Lateral Transfer List will not be utilized for Transportation Maintainer vacancies in DOT Stores Central Warehouse Location #188 and DOT Electrical work locations. However, employees in DOT Stores Central Warehouse Location #188 and DOT Electrical work locations may apply to transfer out of those work locations under the terms of this MOU.

Establishment and Maintaining the Lateral Transfer List:

1. Quarterly Postings: DOT shall post opportunity to apply for the Lateral Transfer List by the 5th of the last month of each quarter for the next following quarter. (i.e. December 5, March 5, June 5; & September 5). The Lateral Transfer List shall be updated each quarter as employees apply for the Lateral Transfer List.

2. Signing up: An employee seeking a lateral transfer must submit his/her name on the Lateral Transfer List form (which may be obtained at each maintenance facility or through the employee's HR Liaison) on or before the 15th of the last month of each quarter (i.e. December 15, March 15, June 15, & September 15). Employees must re-apply on or before December 15th to be placed on the Lateral Transfer List for the next calendar year. Employees shall retain proof of submission of transfer request, which shall include the date, time, and content of the request (i.e. receipt of request, e-mail, successful facsimile receipt and copy of request, etc.).

CJO 3/2/22 2 3/2/22

3. Status on List: Once an individual's name is placed on the list, their name will remain on it for the calendar year unless (1) the employee notifies Newington Human Resources in writing that he/she wishes to be removed from the list; (2) the employee receives a transfer; (3) the employee rejects an offer per # 6 below.

4. Location of List: The Lateral Transfer List will be compiled in seniority order as of January 1st by location and maintained centrally by the Agency ~~Newington (Headquarters)~~ Human Resources Unit.

NP-2 State Contingent SEBAC Settlement and TAs

5. Request to Remove Name from List: Employees may remove their names from the Lateral Transfer List and/or modify their selection(s) at any time prior to being notified of an approved vacancy at a requested facility. Said employee(s) may reapply for the previously requested selection(s) the next following quarter.

6. Rejection of Offer to Transfer: Employees who reject an offer to transfer will have their name removed from the Lateral Transfer List for the rejected facility/location(s) only for the remainder of the year, but may reapply for that facility/location(s) on or before December 15th for the next year.

7. Eligibility:
   a. An employee must have worked for the State at least six months, passed their initial working test period, and attained permanent status to be eligible to have his/her name placed on the Lateral Transfer List.
   b. Article 14, Section 5 of the NP-2 shall remain applicable.
   c. Voluntary Demotions: Employees seeking to voluntarily demote to Transportation Maintainer 2 or Storekeeper who have previously held permanent status in the classification are eligible to apply for a lateral transfer utilizing the Lateral Transfer List in accordance with Article 14 and Article 15 of the NP-2 contract.
   d. Seniority for purposes of the Lateral Transfer List shall be determined as of January 1st for that calendar year. However, seniority shall be adjusted accordingly for confirmed qualifying military time throughout the remainder of the calendar year, as applicable.
   e. An employee on Workers Compensation leave will be eligible to participate in the Lateral Transfer List program;
   f. Requests for Transfer within 12 months: Article 15, Section 2 shall remain applicable.

8. Accepting/Declining an offer from the Lateral Transfer List:
   a. Employees shall designate on their Transfer Request Form their preferred contact number(s) for Human Resources to contact them when their name appears for a transfer they have requested.
   b. Human Resource Liaisons shall contact the employee at his/her preferred contact number(s) to offer them a transfer.
   c. The Employee shall have 48 hours (which cannot include weekends) after a confirmed receipt of transfer offer from their Human Resources Liaison to confirm his/her intention to either accept or reject such offer. The Employee shall then complete and return the Transfer Request Form to Human Resources as directed by the liaison he/she has been contacted by.
   d. Failure of an employee to respond within the timelines mentioned above shall be considered a rejection of the offer of transfer and his/her name will be removed from the Lateral Transfer List for the rejected facility/location only, for the remainder of the year, but may reapply for that facility/location on or before December 15th for the next year. The HR Liaison will notify the most senior employee in writing of the reason if a less senior employee is selected for a position for which they have applied.

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3/2/22

Proposal No. 29 (Revised)

Article 16

Grievance Procedure

Section Six. The Grievance Procedure

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 supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and or the grievant and issue a written response within five (5) days after such conference, 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 conference will be held with the employee and a written response issued within five (5) days thereafter.
Step III. Office of Labor Relations. An unresolved grievance may be appealed to the Undersecretary of Labor Relations or his/her Designee 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 fifteen (15) days of the conference.
Step IV. Arbitration. Within thirty (30) days after the State's answer is due at Step III, or if no conference is held within forty-five (45) days, within thirty (30) days after the expiration of the forty-five (45) day period, an unresolved grievance may be submitted to arbitration by the Union, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of five (5) working days or greater as follows:

A. Terminations, Demotions, Suspensions, Reprimands/written warnings, and Contract Interpretation Issues: Grievances shall be submitted to a single arbitrator in accordance with the procedures set forth below:

1) Submission. Submission shall be in accordance with Article 16, Section Six B, or by certified letter, postage pre-paid, to the Office of Labor Relations in the event that electronic submission is not possible.
2) Selection of Panel. The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
3) Costs. The parties shall share equally in the expenses of the arbitrator.
4) Assignment of Cases. Cases shall be assigned on a random basis to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. The parties shall determine the process for random selection. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator if pending in OLR's docket for hearing.
5) Removal of Arbitrator. Either party, upon written notice to the other between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.
6) Arbitrability A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same. Additionally, the parties via memorandum of agreement

(refer to MOA for "Speed Trials") agree to resolve the backlog of pending arbitration cases through "speed trials".

8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.

9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

10) Arbitrator's Authority. With respect to all grievances submitted to arbitration, the arbitrator 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 sixty (60) calendar days prior to the date a grievance was submitted at Step 1. 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

11) Decision Final and Binding. In all such cases, the arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sections 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 arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

12) Witnesses. The State will continue its practice of paid leave time for necessary witnesses of either party.

13) Hearings. All arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.

14) Transcript. Either party may request the presence of a Court reporter and bear the costs thereof.

15) In the event that a Grievant is represented by outside counsel for an arbitration, the Union shall received notice of the scheduled hearing dates and receive a copy of the arbitration award.

Ernest Lowe 2/3/22

Cara O'Sullivan 2/4/22

Proposal No. 9 (Revised)

Article 16
Grievance Procedure

Section Six. The Grievance Procedure

B. Electronic/virtual Transmission of Grievance Appeals to Step III, Corresponding Grievance Answers, and Appeals to Arbitration. The parties agree to the following concerning grievance appeals and submissions to the Office of Labor Relations and to Arbitration:

The Union will transmit grievance forms, in PDF format, to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email. This is in lieu of the current practice of certified letter, postage pre-paid grievance submissions to the Office of Labor Relations.

The Office of Labor Relations shall send Step III conference notices and Step III answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union agrees to acknowledge receipt of such transmissions by responsive email. This is in lieu of the current practice of facsimile transmission of conference scheduling notices and USPS transmission of Step III answers.

The Union shall submit grievances that fall under Article 16, Section 6, to arbitration to the same dedicated email address in PDF format. Said transmissions shall be directed to the OLR staff person assigned the responsibility of scheduling arbitrations. The Office of Labor Relations shall acknowledge receipt of said arbitration appeals by responsive email. This is in lieu of the current practice as prescribed by contract of submission via certified mail, postage prepaid to the Undersecretary of Labor Relations.

Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations, shall not be negatively impacted by this Agreement.

The dedicated email addresses shall be communicated to each party and by reference shall be considered incorporated herein. The date the recipient of any electronic transmissions receives the transmission shall determine whether said submission was timely as required by the Contract. Nothing in this agreement shall be construed as modifying the contractual requirements regarding grievance submissions at Step I and II.

Cara O'Sullivan 2/4/22 *Ernest Lowe* 2/3/22

State Counter to Union Proposal #6

Article 16
Grievance Procedure

Section Nine. Disputes over an employee's job classification shall be processed through Step III of the grievance procedure. Unresolved classification grievances may be submitted through the Commissioner of Administrative Services to a Department of Administrative Services manager or his/her designee, designated by the Commissioner to hear reclassification grievances. The Union shall be entitled to have a representative attend all reclassification conferences and to offer input during the deliberations. The decision of the reclassification conference officer shall be final. Such decision shall include a brief statement of facts supporting the decision.

Ernest Lowe 2/3/22

Cara O'Sullivan 2/4/22

Memorandum of Agreement

NP-2 Grievance Backlog "Speed Trials"

This is a Memorandum of Agreement between CEUI, SEIU Local 511 ("The Union") and the State of Connecticut ("The State") regarding the implementation of "Speed Trials to help resolve the backlog of NP-2 bargaining unit grievance cases. The Parties hereby agree as follows:

1. The State and the Union hereby agree to implement a system of "Speed Trials" to resolve NP-2 grievance cases that were filed on or before January 1, 2020 and that involve Suspensions of 10 days or less or contractual interpretation issues.
2. The State and Union agree to mutually approve 1 or more arbitrators specifically for the purposes of such "Speed Trials"
3. The State and the Union agree that a "Speed Trials" shall be scheduled twice per quarter unless otherwise mutually agreed to by the parties.
4. The State and the Union agree that the Arbitrator can hear up to 4 cases per "Speed Trial" date.
5. The State and the Union agree that any briefs required after any such speed trial case shall be limited to no more than one page per case unless mutually agreed upon by the parties.
6. The State and the Union agree that either party may elect to exclude up to 3 backlog cases per year from the "Speed Trial" program, thereby requiring such case to be arbitrated in full per the terms of the NP-2 contract.
7. The State and the Union agree that either party can send notice requesting the "Speed Trial" program cease within 30 days of such notice and the "Speed Trials" will cease upon expiration of the notice period.

For the Union:

Cara O'Sullivan 2/4/22

For the State:

Ernest Lowe 2/3/22

NP-2 State Contingent SEBAC Settlement and TAs

Article 20
Compensation

Section One. General Wage Increases.
(a) Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit, and for employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired.
(b) Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).
(c) Effective July 1, 2023, the base annual salary for all employees shall be increased by two and one- half percent (2.5%).
~~(d) The entry level rates for salary groups 1 through 12 shall continue to be ten percent (10%) below Step 1 for each group in each contract year of this Agreement for employees in their Initial Working Test Period. Upon completion of the Working Test Period the employee shall advance to Step 1 of the salary schedule and be paid accordingly.~~
(d) **Special Lump Sum Payments.**
Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of $2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of $1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

(e) Effective July 1, 2001, employees performing the function of guide at Newgate Prison shall be placed in the Step of the Salary Group for the Guide job classification that corresponds with his/her pro-rated years of service.
~~(f) The entry level rates for Durational employees for salary groups one (1) through twelve (12) shall be ten percent (10%) below Step 1 for each group in each year of this Agreement for the first 979 hours of work (excluding overtime). After 979 hours of work Durational employees will be paid the full amount of Step one (1) and if employment continues will be eligible for annual increases to the same extent as a permanent employee.~~

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Section Two (a). Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following the date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following the date of hire. Employees will continue to be eligible for and receive annual increments and top step lump sum payments [two and one-half (2.5%) percent of their base annual salary] in accordance with existing practice unless stated otherwise:

- Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit, and to eligible employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired. Those employees eligible for a top step bonus shall receive such payments when increments are paid.
- Effective July 1, 2022 bargaining unit employees shall receive annual increments and top step lump sum payments.
- Effective July 1, 2023 bargaining unit employees shall receive annual increments and top step lump sum payments.

(b) In accordance with existing practice the lump sum payment may be denied for a "less than good" service rating.

NP-2 State Contingent SEBAC Settlement and TAs

Section Three. (a) The Safety Shoe allowance provided under Article 19 (Safety) shall be $135.00 (one-hundred thirty-five dollars).

Effective July 1, 2022, the Safety Shoe allowance shall be increased by $10.00

Effective July 1, 2023, the Safety Shoe allowance shall be increased by $10.00

(b) The Safety Shoe Allowance will be extended to otherwise eligible employees who are hired after July 15, but before February 1, of any contract year. Payment shall be made on or about February 15. Employees hired on or after February 1, shall not be eligible for such payment for that contract year.

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Article 23

Shift and Other Salary Differentials

Section One. Employees in Salary Group 19 and below whose jobs are regularly assigned to shifts beginning before 6:00 a.m. or after 2:00 p.m., or to "split shifts", or to extended shifts of more than ten (10) hours, shall be entitled to shift differential payment in the amount of ninety ($.90) cents per hour. Effective July 1, 2022, the shift differential payment shall increase by ten ($.10) cents per hour. Eligibility for shift differential payments is tied to the shift, not the individual's work schedule. Therefore, when an employee works on any established shift which meets the criteria set forth above, the employee is entitled to the shift differential payment.

Payment is to be made whether the employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment shall be made for all hours worked during the eligible shift.

The following classifications will continue to be eligible for shift differential payments after OJE implementation:

Assistant Supervisor
Central Warehouse
Boat Captain
Building Superintendent 3
Farm Manager
Farm Supervisor
Laundry Supervisor 3
Maintenance Supervisor I (Elect) (HVAC) (Plumber)
Maintenance Supervisor II (Adaptive Med.) (Auto) (Carpentry)
(General) (Grounds) (Locksmith) (Machine Shop) (Masonry)
(Mechanical Equipment) (Office) (Painting) (Tinsmith)
Maintenance Supervisor II (Electrical) (HVAC) (Plumber)
Lead Sawyer
Supervisor of Transportation Operations
Transportation Machine Shop Supervisor (Bridge) (Highway)
Transportation Garage Supervisor

Classes under appeal or in existence on January 13, 1989 which have not received an evaluation shall remain eligible for shift differential payments if they are currently eligible, regardless of the results of the appeal or evaluation.

Article 23

Shift and Other Salary Differentials

Section One. Employees in Salary Group 19 and below whose jobs are regularly assigned to shifts beginning before 6:00 a.m. or after 2:00 p.m., or to "split shifts", or to extended shifts of more than ten (10) hours, shall be entitled to shift differential payment in the amount of ninety ($.90) cents per hour. Effective July 1, 2023, the shift differential payment shall increase by ten ($.10) cents per hour. Eligibility for shift differential payments is tied to the shift, not the individual's work schedule. Therefore, when an employee works on any established shift which meets the criteria set forth above, the employee is entitled to the shift differential payment.

Payment is to be made whether the employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment shall be made for all hours worked during the eligible shift.

The following classifications will continue to be eligible for shift differential payments after OJE

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CJO 2/28/22

Implementation:

Assistant Supervisor
Central Warehouse
Boat Captain
Building Superintendent 3
Farm Manager
Farm Supervisor
Laundry Supervisor 3
Maintenance Supervisor I (Elect) (HVAC) (Plumber)
Maintenance Supervisor II (Adaptive Med.) (Auto) (Carpentry)
(General) (Grounds) (Locksmith) (Machine Shop) (Masonry)
(Mechanical Equipment) (Office) (Painting) (Tinsmith)
Maintenance Supervisor II (Electrical) (HVAC) (Plumber)
Lead Sawyer
Supervisor of Transportation Operations
Transportation Machine Shop Supervisor (Bridge) (Highway)
Transportation Garage Supervisor

Classes under appeal or in existence on January 13, 1989 which have not received an evaluation shall remain eligible for shift differential payments if they are currently eligible, regardless of the results of the appeal or evaluation.

Article 23

Shift and Other Salary Differentials

Section Four. Weekend Differential. (a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) The weekend differential shall be sixty ($.60) cents per hour. Effective July 1, 2022, the weekend differential shall be increased by ten ($.10) cents per hour.

Article 23

Shift and Other Salary Differentials

Section Four. Weekend Differential. (a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) The weekend differential shall be sixty ($.60) cents per hour. Effective July 1, 2023, the weekend differential shall be increased by ten ($.10) cents per hour.

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NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 32

Article 23
Shift and Other Salary Differentials

Section Six.

(b) The extra compensation paid to Connecticut Airport Authority ~~Department of Transportation~~ employees with fire and crash standby assignments at airports, shall be eighty ($.80) cents per hour.

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EJ 3/2/22

NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 17

Article 25
SCOPE/Objective Job Evaluation (OJE) [In addition to other classification adjustment language]

Pursuant to the 2011 SEBAC Agreement:

The parties have agreed that the current practice for five (5) year reviews will continue and OJE adjustments may be resolved for jobs which the Union believes have substantial changes in duties through interim bargaining and, if necessary, arbitration ~~(rather than through the Master Evaluation Committee (MEC)~~. This will be applied to all OLR OJE-covered units. New positions will be subject to bargaining and arbitration one year after their creation.

CJO 3/2/22

EJ 3/2/22

Article 25
SCOPE/Objective Job Evaluation (OJE)

The parties agree to the following, in addition to the current language contained in Article 25 of the Contract:

- **QUALIFIED CRAFT WORKERS (ALL PARENTHETICALS),**

Increase all QCW parentheticals one (1) salary group, utilizing the round-up methodology, the first pay period following July 1, 2022. QCW Welders shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

- **WATER POLLUTION CONTROL (ALL CLASSIFICATIONS IN SERIES),**
- **WASTEWATER TREATMENT (ALL CLASSIFICATIONS IN SERIES),**

Increase all WPC classifications at UConn and Water Systems Operator classifications at DMHAS one (1) salary group, utilizing the round-up methodology, the first pay period following July 1, 2022. WPC classifications at UConn and Water Systems Operator classifications at DMHAS shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

- **POWER PLANTS (ALL CLASSIFICATIONS IN SERIES AND ELECTRONIC INTEGRATED CONTROLS SYSTEMS TECHNICIANS),**

Increase all Power Plant classifications [Power Distribution Electrician, Electronic Integrated Control Tech (Industrial controls), Power Plant Operator Trainee, Power Plant Operator 1, Power Plant Operator 2, Lead Power Plant Operator, Power Plant Supervisor, Power Plant Operator -Energy Center, Power Plant Operator-Energy Center, Boiler Tender, Stationary Engineer, Lead Stationary Engineer, and Supervising Stationary Engineer] one (1) salary group, utilizing the round-up methodology, the first pay period following July 1, 2022. Power Plant classifications specific to UConn Storrs [Power Distribution Electrician, Electronic Integrated Control Tech (Industrial controls), Power Plant Operator Trainee, Power Plant Operator 1, Power Plant Operator 2, Lead Power Plant Operator, Power Plant Supervisor], shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

- **TRANSPORTATION MAINTAINERS (ALL CLASSIFICATIONS IN SERIES),**

1. Inactivate DOT 1 salary group classification as initial hire salary group for Transportation classification hires and utilize DOT 2. [Change specifications accordingly.] Increase incumbent DOT 1 to DOT 2 effective, the first pay period following July 1, 2022, whereby they would move up to SG 16 Step 1.

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3. Increase DOT 2, two (2) salary groups to SG 16, utilizing the round-up methodology, the first pay period following July 1, 2022.
4. Increase DOT 3, two (2) salary groups to SG 18, utilizing the round-up methodology, the first pay period following July 1, 2022.
5. Increase DOT 4, one (1) salary groups to SG 19, utilizing the round-up methodology plus and additional step movement, the first pay period following July 1, 2022.
7. Increase TSAs to 40 hour work week, the first pay period following July 1, 2022. * inclusive of red-circled "clerks" operating in the same capacity as TSAs and TMAs. FM pay plan.
8. Increase TMAs to 40 hour work week, the first pay period following July 1, 2022. * inclusive of red-circled "clerks" operating in the same capacity as TSAs and TMAs. FM pay plan.

- TELEPHONE OPERATORS

Telephone Operator classifications specifically at UConn Health shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

Union 2/28/22

State 2/28/22

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NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 8

Article 26
Temporary Service in a Higher Class

Section One. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive calendar day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services and/or their designee in addition to being approved by the Office of Policy and Management (OPM) Budget Division, to the extent applicable.

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NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 18

Article 26
Temporary Service in a Higher Class

Section Four. If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services/designee has not approved the assignment, the employee shall be reassigned to his/her former position, subject to the provisions of Section Five.

Section Five. In the event the Commissioner of Administrative Services/designee 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 shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

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Article 42

Meals Policy

Section Two. At State agencies possessing dining facilities, meals will be supplied to the employee at no cost. At State agencies without dining facilities, the following procedures and schedule of maximum meal allowance will apply:

6:00 a.m.	Breakfast	$7.50
Noon	Lunch	$9.50
6:00 p.m.	Dinner	$16.00

Effective July 1, 2022 the meal allowance shall be increased as follows: Increase by one ($1.00) dollar for Lunch and Dinner.

The above schedule shall remain in effect for the lifetime of the contract unless adjusted by mutual agreement of the State and the Union. Meals will normally be granted no later than two (2) hours after the designated meal times depending upon conditions.

Article 55
Vehicle Assignments/Phone Calls

Proposal: Increase in On-Call/Standby Pay

Section Six
(d) Within the University of Connecticut, University of Connecticut Health Center, Department of Mental Health and Addiction Services and the Department of Developmental Services management at local facility or site location may determine a requirement to designate individuals by job classification and function as on-call/standby status. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of $1.00 per hour for each hour so assigned.

Effective July 1, 2022, the on-call/standby status p... ...all increase by $0.25

Article 55
Vehicle Assignments/Phone Calls

Proposal: Increase in On-Call/Standby Pay

Section Six
(d) Within the University of Connecticut, University of Connecticut Health Center, Department of Mental Health and Addiction Services and the Department of Developmental Services management at local facility or site location may determine a requirement to designate individuals by job classification and function as on-call/standby status. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of $1.00 per hour for each hour so assigned.

Effective July 1, 2023, the on-call/standby status pay shall increase by $.025

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NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 37 (Revised, Title Change)

Article 49
~~Snow and Ice~~ Winter Maintenance Operation Assignments

Proposal No. 38 (Revised, Title Change)

Article 49
~~Snow and Ice~~ Winter Maintenance Operation Assignments

Proposal No. 39 (Revised, Title Change)

Article 50
Availability of Employees with a Winter Maintenance Operation ~~Snow and Ice~~ Assignment During Off-Duty Hours

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NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 21

Article 65
Duration of Agreement

This agreement shall be effective on July 1, ~~2016~~ 2021 and shall expire on June 30, ~~2021~~2025.

4th Year Wage Reopener (FY25) – GWI AND AI.
Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 20 (Compensation), Section One, (General Wage Increase) and Section Two, (Annual Increments and Lump Sum) only. All other provisions shall remain in full force and effect.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon legislative approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under Connecticut General Statute, Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

3/2/22 3/2/22

NP-2 State Contingent SEBAC Settlement and TAs

Proposal No. 45

CONNECTICUT RIVER FERRY SERVICES
Memorandum of Agreement
Between Department of Transportation and
Connecticut Employees Union Independent (CEUI)

This Agreement primarily concerns the alternate ~~winter~~ work assignments for the staff of the Connecticut River Ferry Services; the parties hereby agree to the following:

1. The parties agree that alternate ~~winter~~ work assignments are a condition of employment for the staff of the Ferry Service, whose primary job is the operation, care and maintenance of the Connecticut River Ferry service fleet.

2. The parties agree that there are three (3) separate components of the alternate ~~winter~~ work assignment:
   a. Maintenance assignments involving general upkeep and rehabilitation of the ferries and their facilities/maintenance location(s) ~~at their off-season storage/maintenance location~~;
   b. Snow and Ice assignments that mandate call-in/call-back response to winter storm/icing conditions at designated reporting stations at Highway Operations maintenance garages within an approximate 20-mile radius of the employee's home;
   c. Maintenance assignments of a general nature at designated reporting stations at Highway Operations maintenance garage within an approximate 20-mile radius of the employee's home.

3. The availability of staff of the Ferry Services for temporary alternate ~~winter~~ work assignments will be determined by the Transportation Transit Manager, or designee by job classification and in order of greatest to least seniority.
   a. Staff of the ferry service not expressly assigned to ~~for~~ temporary alternate ~~winter~~ work assignments as indicated in item 2b and c above will report to their respective Ferry office for regular workday duties as assigned.
   b. Staff of the Ferry Service shall designate an alternate snow and ice work assignment and/or an alternate general maintenance work assignment preference by September 1 of each calendar year. Winter and /or alternate operation ~~Staff of the Ferry Service available for alternative winter work assignment shall designate an alternate winter work assignment preference by September 1 of each calendar year. Winter~~ assignments will be confirmed by Highway Operations by October 15 of each calendar year. Staff of the Ferry Service shall respond to a designated reporting station for snow and ice call-in/call-back as required by winter storm/icing conditions.
   c. Any alternative ~~winter~~ work assignment shall be for legitimate work tasks as determined by the Maintenance Garage Supervisor and/or the respective Ferry Master Captain.

4. The Department agrees to grant vacation requests of five (5) days or more to all Ferry

personnel during the off-season, provided vacations are requested and pre-scheduled at least two weeks in advance. Vacation requests of less than five (5) days are subject to supervisory approval as per Article 28 "Vacation" of the NP-2 contract.

5. The Department agrees to provide background checks, badges and all necessary/essential training to Ferry personnel in accordance with CT Department of Transportation policies and any State and/or Federal regulations.

6. When directed to travel from their ferry location or their designated temporary alternate ~~winter~~ work assignment, the employee shall be provided a State vehicle or, if the employee uses his/her personal vehicle, shall be reimbursed as provided in Article 57 of the NP-2 contract. The parties agree that each Ferry Master Captain/Ferry Captain/Ferry First Mate's permanent work station is the designated Ferry Office to which he/she is assigned during the ferry operating season.

7. It is also agreed that in accordance with the job specification, Transportation Maintainer 2's from garages within a 20-mile radius may be assigned reciprocally to assist with the ferry service on an intermittent daily basis during the summer season. Transportation Maintainer 2's from the identified garages will be given an opportunity to volunteer by April 1 of each calendar year and such reciprocal ferry support may be assigned on a rotational basis from a listing of the Transportation Maintainer 2 volunteers for the summer season of that calendar year. The Volunteer list will be limited to no more than two (2) Transportation Maintainer 2's from each identified garage. Volunteer Transportation Maintainer 2's will be trained to assist the ferry operation. Utilization of Transportation Maintainer 2 volunteers shall only be utilized where all current Ferry Personnel have been offered such work (inclusive of overtime) and there continues to be a shortage of personnel.

8. This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any proceeding except to address the alternate ~~winter~~ work assignments of the State of Connecticut River Ferry Services employees.

CJO 3/2/22

EJ 3/2/22

SUPERSEDENCE APPENDIX
NP-2
EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

PROVISION	CONTRACT REFERENCE	STATUTE/REGULATION AMENDED
Union Security	Article 6	C.G.S. 5-260, 5-280
Grievance Procedure	Article 16, Section 6, Section 9, MOU Grievance Backlog "Speed Trials"	C.G.S. 1-225, 5-271(e)
General Wage Increases	Article 20, Section 1 (a, b, & c)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Special Lump Sum Payments	Article 20, Section 1 (d)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual Increments and Lump sum payment for employees at salary maximum	Article 20, Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Safety Shoe Allowance	Article 20, Section 3	C.G.S. 5-200(k) C.G.S. 5-200(m)
Shift and Other Salary Differentials	Article 23, Section 1, Section 4	C.G.S. 5-200(k) C.G.S. 5-200(m)
SCOPE/Objective Job Evaluation	Article 25	C.G.S. 5-200, 5-200a, 5-200b, 5-206
Temporary Service in a Higher Class	Article 26, Section 1, Section 4, & Section 5	C.G.S. 5-209
Meals Policy	Article 42, Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Vehicle Assignments/Phone Calls	Article 55, Section 6	C.G.S. 5-200(k) C.G.S. 5-200(m)

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: NP-2 Connecticut Employees Union Independent
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	3,511
	General Fund	1,039

Total Annual Wages (26 pay periods) All Funds: $189,567,041

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$53,996				
1st Year Contract: 2021-2022	$56,516	2.50%	2.17%	0.00%	4.67%
2nd Year Contract: 2022-2023	$60,446	2.50%	2.00%	2.45%	6.95%
3rd Year Contract: 2023-2024	$63,142	2.50%	1.83%	0.13%	4.46%
4th Year Contract: 2024-2025	$63,142	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$189,567,041	$15,570,110	$23,228,713	$29,563,032	$31,894,157	$31,894,157
Fringe Benefits Value of Current Items		$2,319,946	$3,461,078	$4,404,892	$4,752,229	$4,752,229
TOTAL WAGES AND BENEFITS		$17,890,056	$26,689,791	$33,967,924	$36,646,386	$36,646,386

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$4,739,176	$4,739,176	$4,739,176	$4,739,176	$4,739,176
(2) Annual Increment - On Time		$2,053,959	$4,107,918	$4,107,918	$4,107,918	$4,107,918
(3) $2,500 One-time payment		$8,776,975	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$15,570,110	$8,847,094	$8,847,094	$8,847,094	$8,847,094
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$4,960,353	$4,960,353	$4,960,353	$4,960,353
(2) Annual Increment - On Time			$1,988,435	$3,976,869	$3,976,869	$3,976,869
(3) $1,000 One-time payment - 7/1/2022			$3,510,790	$0	$0	$0
(4) Increase Safety Shoe Allowance $10			$31,539	$31,539	$31,539	$31,539
(5) Increase Shift Differentials			$233,875	$233,875	$233,875	$233,875
(6) Increase Meal Allowance			$100	$100	$100	$100
(7) Increase QCW, Water Poll./Wastewater			$750,827	$814,720	$855,136	$855,136
(8) Increase DOT Maintainers			$2,723,780	$3,158,142	$3,546,217	$3,546,217
(9) Increase Hours for TSA/TMA			$181,921	$190,567	$192,627	$192,627
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$14,381,619	$13,366,166	$13,796,716	$13,796,716
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$5,183,784	$5,183,784	$5,183,784
(2) Annual Increment - On Time				$1,900,575	$3,801,150	$3,801,150
(3) Increase Safety Shoe Allowance $10				$31,539	$31,539	$31,539
(4) Increase Shift Differentials				$233,875	$233,875	$233,875
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$7,349,773	$9,250,348	$9,250,348
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$15,570,110	$23,228,713	$29,563,032	$31,894,157	$31,894,157
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$965,347	$1,440,180	$1,832,908	$1,977,438	$1,977,438
Medicare 1.45%	1.45%	$225,767	$336,816	$428,664	$462,465	$462,465
Unemployment 0.15%	0.15%	$23,355	$34,843	$44,345	$47,841	$47,841
SERS Normal Cost 4.1%	4.10%	$638,375	$952,377	$1,212,084	$1,307,660	$1,307,660
OPEB Contribution 3%	3.00%	$467,103	$696,861	$886,891	$956,825	$956,825
TOTAL FRINGE IMPACT	14.9%	$2,319,946	$3,461,078	$4,404,892	$4,752,229	$4,752,229
TOTAL COST OF CONTRACT - ALL FUNDS		$17,890,056	$26,689,791	$33,967,924	$36,646,386	$36,646,386

NP-3 TENTATIVE AGREEMENT

CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCALS 196, 318, ~~355~~, 478, ~~538~~, ~~562~~,
610 AND 704 OF COUNCIL 4

ADMINISTRATIVE CLERICAL (NP-3) BARGAINING UNIT

EFFECTIVE: JULY 1, 2021 ~~2016~~ EXPIRING: JUNE 30, 2025 ~~2021~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

NP-3 TENTATIVE AGREEMENT

PREAMBLE

STATE OF CONNECTICUT, hereinafter called "the State" or "the Employer", and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Locals 196, 318, ~~355~~, 478, ~~538~~, ~~562~~, 610, and 704 of Council 4, AFL-CIO, hereinafter called "AFSCME" or "the Union", (the inclusion of Locals herein does not alter any Article of this Agreement),

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 morale, efficiency, and productivity;

NOW THEREFORE, the parties mutually agree as follows:

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 1
RECOGNITION

Section Two. Definitions. **(a)** A permanent employee is an employee who has completed the initial working test period, and, if the position is competitive, has been appointed from a certified list.

(b) A temporary employee is an employee who has been hired to fill a temporary position. A temporary employee shall become durational after 6 months or one year if extended. If a temporary employee is retained greater than twelve (12) months said employee shall be considered durational.

(c) A durational employee is an employee who has been hired for a specific term, exceeding that described as temporary, including a grant or specially funded program of a specific term, not to exceed one year.

~~**(d) A provisional employee is an employee who has been appointed to a permanent position pending State examination or examination results.**~~

(d)~~(e)~~ A temporary position is a 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. It may be extended up to one year.

(e)~~(f)~~ A permanent position is any position which is not a temporary or seasonal position. An employee hired for a durational position shall become permanent after six months, or the length of the working test period, whichever is longer.

Section Three. This Agreement shall pertain only to those employees whose job titles are included in the Administrative Clerical unit. This Agreement shall not apply to nonpermanent employees except as provided in Article 22.

Nonpermanent employees appointed to permanent positions are covered by this Agreement; this includes employees in an initial working test period. However, application of this Agreement to temporary, durational and provisional appointees is subject to the limitations of Article 22.

Section Four. The State shall notify the Union of the establishment of a new class and the proposed unit placement of that class. If the State proposes the addition, deletion or statutory exclusion of a class or the addition or statutory exclusion of an occupied position to/from the bargaining unit, the State shall notify the Union. The Union reserves its right to discuss pay grades for new bargaining unit job classifications.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 7
UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. Consistent with labor laws and precedent, ~~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. The state employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the state within thirty (30) days of the Union providing certification of said authorization to the state. The union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (10) business days of receipt, the union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same. ~~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. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the unions membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10)business days, and the State will update online and later-printed versions of this collective bargaining agreement accordingly.

> American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction
>
> I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.
>
> Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they maybe adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.
>
> This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if

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the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4. ~~An employee who fails to become a member of the Union 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. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year. ~~The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes 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.~~

~~The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity,~~

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~~designated by mutual agreement of the Union and the State, provided that the employee submits such objection in writing to the Union.~~

Section Five. The amount of dues ~~or agency service fees~~ deducted under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as practicable after the payroll period in which such deductions are made. ~~shall be remitted to the treasurers of the clerical local organizations as soon as practicable after the payroll period in which such deductions are made together with a list of employees for whom any such deduction is made.~~

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with the process outlined in Section Two above.

Section Seven ~~Six~~. No payroll deduction of dues ~~or agency service fees~~ shall be made from workers' 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~~, provided any such payroll deduction has been approved by the State in advance.

Section Nine. ~~In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union agency fees or to rebate to employees any portion of such fees properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages and deductions by paying the State for said damages and deductions.~~ The Union shall indemnify the State and hold it harmless for any liability or damages incurred by the Employer by paying the State for said damages and deductions for compliance with this Article.

Section Ten. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the same email address that the quarterly report in Section Eleven, below, is sent to AFSCME NP-3 Representatives and shall include the new bargaining unit member's work location. ~~The State will continue to allow for voluntary payroll deductions for the Union's political action organization.~~

Section Eleven. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that the orientation may be

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combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this Agreement.

Section Twelve ~~Eleven~~. The State will send a quarterly list to AFSCME Council 4 of the names, employee numbers, classifications, addresses and starting dates of bargaining unit members hired and/or rehired during the period. Where practicable, work location for these employees shall be included. This quarterly list shall also include the names of the bargaining unit members who have resigned or been separated from State service.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 8
UNION RIGHTS

Section Eight. Access to Information.

The Employer agrees to provide the Union, upon written request, access to any public information or to any materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. Within two (2) weeks of receipt of a written request for such information, the Employer shall either provide the information or notify the Union of whether the information is available and the date on which it can be provided. 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 Union shall not have access to privileged or confidential information.

Section Nine. Union Business Leave. (a) During the term of this Agreement, leave shall be granted to Union officers, stewards, delegates or other representatives as follows:

(1) Official delegates to the biennial AFSCME Convention shall be granted leave without loss of pay or benefits for five (5) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Director of the Office of Labor Relations at least **twenty-one (21)** ~~**thirty (30)**~~ days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

(2) Each contract year, official delegates to the annual Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled not to exceed three (3) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Director of the Office of Labor Relations at least **twenty-one (21)** ~~**thirty (30)**~~ days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

Section Ten. Orientation. ~~**Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.**~~

02.10.2022

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NP-3 TENTATIVE AGREEMENT

The Union will provide all new employees with copies of this Agreement and with the names of their stewards.

FOR THE STATE: _____ **FOR THE UNION:** Roberta Pui

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 9
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, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level. Agencies which do not maintain personnel files at the agency level shall notify employees in writing of the location of the official personnel files.

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 preemployment material or other 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 shall have access to any employee's records upon presentation of written authorization by the appropriate employee. **If the personnel file is maintained electronically, the employee will be given an electronic verification code and/ or electronic link to view their personnel file for a period of (24) twenty-four hours.**

Section Three. No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in an employee's file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a union steward shall sign the material and be provided with a copy.

If an employee fails to attend a meeting scheduled for the delivery of derogatory material, the document(s) may be sent to the employee**'s email address on record in CORE or on file, and to the employee's home address on record** by certified mail with a copy **emailed** ~~**mailed**~~ to the **AFSCME Staff Representative and/or Service Representative** ~~**Union**~~ and then placed in the personnel file. This provision shall not apply if the employee has requested that the meeting be rescheduled within a reasonable time to allow the attendance of the Union steward.

Within sixty days of receipt, an employee may file a written rebuttal to any derogatory materials. Derogatory material which is not merged in the service rating next following shall be considered void after the time for issuance of the second-next service rating (not more than eighteen (18) months from the date of the derogatory material), unless another disciplinary action is taken within that period of time. Employee rebuttals shall similarly be considered void under these circumstances but shall remain attached to the derogatory material. For purposes of this section, "void" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract.

An employee may file a grievance on any derogatory material placed in his/her personnel file.

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Section Four. Requests for information contained within a personnel file shall be disclosed to the extent required under existing law (e.g. court order, Freedom of Information.)

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 11A
TUITION AND CONFERENCE FUNDS

Section One. Conference Fund. (a) In 2021-2022 ~~2016-2017~~, there shall be no ~~monies~~ new money appropriated to finance attendance at workshops, seminars or conferences by employees. ~~In~~ Effective July 1, 2022 and each remaining year of this contract, there shall be $30,000 appropriated to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of $400 shall be allotted for any one attendance, each contract year. The parties may, by mutual agreement, adjust the maximum dollar limit for subsequent contract years. No employee will attend more than two (2) conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

(b) Every effort shall be made by the State to allow participation in said workshops, seminars and conferences. Selection of employees shall be by mutual agreement of the Union and the State.

(c) Upon approval of a request under this section by the Union and the agency head, such request shall be forwarded to the Comptroller at least two (2) weeks in advance of the event.

If any employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the agency's business office which shall promptly notify the Comptroller of the cancellation.

As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and with the required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within sixty (60) days of the date a workshop, seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

The Union will be provided with quarterly reports showing amounts committed and/or paid.

Funds which are unexpended in one fiscal year shall carry over in the next fiscal year. provided, however, that the conference fund will expire on expiration of this agreement. The previous sentence notwithstanding, requests which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

Section Two. Special Programs Fund. The Union, the State or an agency may sponsor or develop programs to assist employees in such areas as skill enhancement, examination preparation or career development. There shall be $12,500 appropriated in the last three (3) ~~four (4)~~ years of the contract to support the development and offering of such programs. In the first year (2021-2022) ~~(2016-2017)~~, there shall be no monies appropriated.

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Use of these funds shall be subject to approval by the joint training committee described in Section Three of Article 11. The funds may be expended for printing or other duplication costs, purchase and development of audio-visual materials, mailing, rental of facilities, stipends for instructors or technical assistants, or any other items related to the development or offering of the programs. Funds not expended in one year may be carried over to the next but not beyond June 30, 2024 ~~2021~~, or shall be transferred to the tuition reimbursement account at the Union's request after discussion with and notice to the Office of Labor Relations.

Section Three. Tuition Reimbursement. (a) Any employee who has completed the initial working test period and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of twelve (12) ~~eighteen (18)~~ credits or the equivalent per year. An employee applying for tuition reimbursement must submit the appropriate forms to the Agency's tuition reimbursement coordinator not less than two (2) weeks prior to the start of the course. Applications may be found at https://portal.ct.gov/DAS/Lists/Human-Resources-Business-Rules-and-Regulations/Benefits/Professional-Development-Tuition-Reimbursement. Incomplete or incorrect applications shall not be accepted, but shall be returned to the Employee. Applications which are complete and correct shall be processed on a first come, first served basis, until all of the allocated funds are committed. Any additional applications shall be placed on a numbered waiting list according to date received. Within thirty (30) days of receipt of an application, the Agency shall notify the Employee in writing that the application has been approved, denied or placed on the waiting list, indicating its assigned number. Late applications shall be reviewed by the parties for compelling circumstances consistent with the current practice.

Full tuition reimbursement equal to 75% of the per credit rate for undergraduate and graduate courses, however such reimbursement shall not exceed the actual cost of each course. The Employee shall submit the documents necessary for reimbursement as expeditiously as possible, following completion of the course(s). For purposes of this Section, tuition reimbursement means any fees payable to the educational institution, except textbooks. It is understood that the employee must successfully complete the course in order to be reimbursed. Requests for payment to the employee under this subsection shall be processed upon submission of receipts and/or records to the Education Committee. There shall be a maximum limit of twelve (12) credits per employee per contract year, on a first come first serve basis. ~~$1200 tuition reimbursement in each year of the contract.~~ This maximum ~~dollar~~ limit may be adjusted in subsequent contract year(s) by mutual agreement of the parties.

(b) **Effective and retroactive to July 1, 2021,** there shall be $225,000 ~~$200,000~~ appropriated in ~~the last four~~ each years of this contract for the purpose of tuition reimbursement. ~~In the first year, there shall be no monies appropriated.~~ Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the tuition reimbursement fund will expire on expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

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(c) An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. As soon as possible but not more than thirty (30) days following completion of the course(s), the employee shall submit the required documentation of payment and successful course completion.

If no claim for reimbursement or request for extension has been submitted to the Comptroller within sixty (60) days of the end of the semester or course, the funds committed for that course(s) shall be released and made available for others.

(d) The reimbursement per credit shall be as follows:

(1) For credit courses at accredited institutions of higher education, **seventy-five (75%) percent** ~~**one hundred (100%) percent**~~ of the cost of tuition, laboratory fees and community college service fees ~~**up to a maximum of $115 per credit**~~ for undergraduate courses and ~~**$145 per credit for**~~ graduate courses.

(2) For other courses or programs, there shall be **seventy-five (75%)** ~~**fifty (50) percent**~~ tuition reimbursement ~~**to a maximum of $57.50 per credit**~~ for undergraduate courses and ~~**$72.50 per credit for**~~ graduate courses.

(e) Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions or non-credit courses shall be subject to prior approval by the Personnel Development section of the Department of Administrative Services.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of non-credit classroom time will be considered the equivalent of one credit.

For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement.

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NP-3 TENTATIVE AGREEMENT

Section Four.

(a) The current tuition waiver programs between the Connecticut State University system, the Community Technical Colleges and the Union will remain in effect for the duration of this agreement unless mutually agreed upon by both parties. Attached as Appendix _____.

(b) The Current tuition waiver program between The University of Connecticut and the Union (specifically University of Connecticut Storrs employee and regional campuses) will remain in effect for the duration of this agreement (attached as Appendix ___. This Tuition waiver program is not available for University of Connecticut Health employees.

FOR THE STATE: Megan Kr

DATE: 02.23.2022

FOR THE UNION: Roberta Price

DATE: 02-23-2022

ARTICLE 12
WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam.

Section Two. Each appointee to a permanent position in the classified service shall serve a Working Test Period. Such Working Test Period shall begin on the date of appointment from the employment list, if the position is competitive. Otherwise, the Working Test Period shall begin on the date of original permanent appointment.

The Working Test Period for classes covered by this Agreement shall be six (6) months or, for all less than full-time positions, 1044 hours. However, an employee who is promoted within the bargaining unit, within his/her employing agency, shall be required to serve a promotional Working Test Period of only four (4) months or, for less than full-time positions, 696 hours. Periods of more than three (3) days of unpaid leave or workers' compensation will not be considered for purposes of completion of the working test period.

Upon appointment from the certified list, an employee who is provisionally promoted shall have service in the position in which he/she has served provisionally credited toward meeting the Working Test Period requirements, provided that such service has been satisfactory.

No additional Working Test Period shall be required of an employee who previously served a satisfactory Working Test Period in the same or in a comparable class within the preceding three (3) years.

Section Three. At any time during the Working Test Period, after fair trial, the appointing authority may remove any employee, if, in the opinion of such appointing authority, the Working Test Period indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuance in such position. ~~**The name of any employee so removed, but who is considered to be suitable for employment in some other department, agency or institution, may be restored to the employment list. For the purposes of this Section any employee who has served part of a Working Test Period in a position in the State service who is, pursuant to examination, appointed to, and serves part of a Working Test Period in, a position in a higher classification in a field of work directly related to his/her prior position, from which new position he/she is dismissed, shall, at his/her option, be reappointed to the position which he/she first had and his/her service in the Working Test Period for such position shall be deemed to include the time spent in the Working Test Period for the higher position.**~~

Any employee who is promoted within an agency and who fails a Promotional Working Test Period shall be returned to the position from which he/she was promoted without any loss of benefits or seniority rights.

Any employee who is promoted to another agency and who fails a Promotional Working Test Period shall be returned to her/his former agency to a position in the same job classification from which promoted without any loss of benefits or seniority rights. If there are no vacant positions at the employee's former work location, the employee shall be appointed to a vacancy within a reasonable

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distance (within a 25 mile radius of the former work location or the employee's home) and shall have first preference for transfer to a position at the former location. If there are no existing vacant positions in the former agency within these geographical limitations, the former agency shall take the steps necessary to have the employee placed in a position at a work location within the specified geographical areas.

A permanent employee who is appointed to a classification in another bargaining unit and who fails the Working Test Period shall be returned to her/his former agency to a vacancy in the same classification or a vacancy in a comparable class or in any bargaining unit class in which the employee held permanent status. If there are no such vacancies authorized for refill in the former agency, the employee shall be placed on a reemployment list.

Section Four. The Working Test Period may, with the approval of the ~~**Commissioner of Administrative Services or**~~ designated management official **within the Agency**, be extended on an individual basis for a definite period of time. Normally, such extension shall not exceed three (3) months, but in exceptional circumstances there may be an extension of up to six (6) months.

Section Five. (a) Separation during or at the end of the initial Working Test Period shall not be grievable or arbitrable. Service ratings during the initial working test period are not grievable or arbitrable.

(b) Any permanent employee who fails a promotional Working Test Period may appeal, to Step III of the grievance procedure, alleging patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification. The Employer's decision at Step III shall be final.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 14
ORDER OF LAYOFF AND REEMPLOYMENT

Section One. A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic necessity.

Section Two. No employee shall be laid off except in compliance with this Article.

Section Three. For purposes of layoff selection within a classification within an agency or of other seniority applications under this Article, seniority shall be defined as length of continuous service in bargaining unit classifications including paid leaves and war service (see Article 13, Section One (b)). For service performed prior to October 1, 1991, bargaining unit seniority shall be equal to seniority as defined in Article 13, Section One.

For purposes of this Article, "permanent employee" shall be defined as a permanent State employee under Article 1 who has achieved a permanent appointment in a bargaining unit classification.

Bargaining unit seniority shall not be computed until permanent appointment after successful completion of the working test period and/or the trainee period in the bargaining unit whereupon it shall be retroactively applied to include such service.

Credit for seniority prior to a break in continuous bargaining unit service shall be restored to an employee who is reemployed in the bargaining unit within one (1) year of the break.

Time spent as a confidential exclusion in a bargaining unit classification shall not be counted as bargaining unit seniority under this Article.

If the seniority of two or more employees is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, priority for layoff and recall shall be determined by a coin toss or drawing lots.

Section Four. Layoff Procedure. When layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

If there is more than one position in the same job classification in a work unit, the agency shall first eliminate positions in that classification held by nonpermanent employees.

The State shall prepare a list of all vacancies in the same or comparable classes in the agency in which the employee works and in other agencies within a twenty-five (25) mile radius. The list shall be provided to the affected employee(s) with a copy to the Union.

The agency shall arrange to have the employee assigned in lieu of layoff to a funded, approved vacancy in the same classification at the same work location/facility. If there is no such vacancy available, a permanent employee may exercise bumping rights as set forth in Section Five herein OR may exercise reemployment rights as set forth in Section Six herein. A nonpermanent employee shall not have bumping or reemployment rights.

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In addition, prior to layoff the Employer shall consider alternatives to layoff including attrition, early retirement, transfer, or unpaid furlough.

Section Five. Bumping. Within two (2) weeks of the notice specified in Section Four, the employee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. Within two (2) business days of notice to a bumpee that an employee has elected to bump him/her, the bumpee shall provide written notice of whether he/she has elected to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

For purposes of layoff selection and bumping rights, full time employees and part time employees in the same classification working at least twenty (20) hours per week shall be considered as within the same category. To exercise bumping rights, however, the bumpee must assume the work schedule and hours of the employee to be bumped.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

(1) the employee at the same work location/facility of the agency with the lowest seniority in the same class

(2) the employee at the same work location/facility with the lowest seniority in a lower class within the same classification series

(3) the employee with the lowest seniority in the same class within the same agency

(4) the employee with the lowest seniority in a lower class within the same classification series within the same agency; provided, however, that this option shall only apply if none of the options (1), (2) or (3) is available.

In the event the bumpee is a permanent employee, he/she will be allowed in lieu of layoff, to bump that employee identified in (2) or (3) above provided that he/she has more bargaining unit seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same classification within the agency. Bumpee(s) will receive as much written notice as possible but not less than ten (10) calendar days. A bumpee not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Six herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range but not more than he/she was receiving at the time of bumping.

Section Six. Reemployment. (a) Any permanent employee who is laid off or who bumps into a lower class or who is placed into a durational position or into a part time position from a full time permanent position in lieu of layoff may request that his/her name be placed on a reemployment list(s).

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An employee shall be entitled to specify for placement on the reemployment list for any and all classes in which he/she formerly held permanent status or which are deemed comparable. Employees must designate location preference when placed on these lists. At the time of layoff, the Employer shall provide forms on which the employee shall designate choice of reemployment list(s) and acceptable location(s). The employee shall sign all such forms. The employee will also be provided an opportunity to indicate whether or not temporary or durational positions would be acceptable.

Three waivers of positions offered from a reemployment list will result in removal from that list. A no-reply to an offer of position, which offer was sent by certified mail return receipt requested, shall be deemed a waiver. An employee will also automatically be removed from all reemployment lists if appointed to a position in the same salary group held at time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position or is a previously employed full time employee and is appointed to a part time position. Any employee appointed from the reemployment list to a temporary, durational or part time position shall have their rights and benefits determined in accordance with Article 22. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list(s) will remain eligible for certification from the reemployment list for the classifications of higher salary groups, not to exceed to salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list in order of seniority as defined in Section Three of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

(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 held when he/she was laid off. An employee appointed to a position in a lower salary group will be appointed to the step with the closest, but not higher, rate of pay to the one held by the employee at the time of layoff.

(d) There shall be no appointment from outside State service until laid-off employees eligible for rehire and qualified for the position involved are offered reemployment.

Section Seven. In the event that a layoff or bumping by seniority may have a negative impact on the affected agency's affirmative action or upward mobility programs, the Employer shall notify the Union as soon as possible, but no later than thirty (30) days prior to the layoff, and the Union and the Employer shall discuss alternatives to the above layoff selection and bumping procedure.

The application of seniority as a factor in layoff selection shall be waived when the Employer determines that there is a need for special skills such as bilingual ability, the ability to operate specialized equipment, expertise or training in a complex work assignment, or ability to relate to a specialized client group which the more senior employees are unable to perform, except after extensive training, provided that not more than five (5%) percent of the employees (but not less than one (1) person) to be laid off within a class within an agency shall be subject to this paragraph. When there is a need to apply the special skills exemption, the Employer shall notify the Union at least thirty (30) days in advance. Employer decisions shall be subject to expedited arbitration, provided, however, that no back pay remedy shall accrue to any individual employee.

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Section Eight. The determination of class comparability shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable. With respect to bumpees, the classification series and the classes assigned to each series shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable.

Section Nine. For the purposes of this article, the Employment Security Division may, at the discretion of the Labor Commissioner, be excluded from the remainder of the Labor Department and deemed to be a separate agency.

~~**Section Ten. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State of its right to contract out. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the assignment of bargaining unit work to non-bargaining unit employees.**~~

~~**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 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 <u>Ten</u> ~~**Eleven.**~~ When the Employer elects to reduce the workforce, employees within the affected classifications and work locations or facilities may request layoff. If granted, the employer shall not contest the employee's eligibility for unemployment compensation. The denial of any such layoff request shall not be grievable.

The rights of such individuals shall be restricted to placement on the appropriate reemployment list and shall not include any bumping rights or any placement, training or reemployment rights from the coalition (SEBAC) agreements.

FOR THE STATE: _____ **FOR THE UNION:** Roberta Price

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 15
GRIEVANCE PROCEDURE

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

Section Two. Format. A grievance 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 grievant shall be so informed and asked to correct the grievance form. If it remains unclear, the State Employer shall make its best efforts to handle the grievance as he/she understands it. A grievance may be amended up to and including Step III of the procedure so long as the factual basis of the complaint is not materially altered. **This shall be submitted electronically to the designated email address the Agency provides. The Agency will confirm receipt electronically.**

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 elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided with a copy thereof, and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting. The Union 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.

The State will continue its practice of paid leave time for **current State employees who are** witnesses of either party at all steps of the grievance procedure. **The witness shall provide advance notice to their supervisor.**

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

Section Five. A grievance shall be deemed waived unless submitted at Step I 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. This provision shall not preclude a grievant from making a claim of and obtaining a prospective remedy for a continuing or ongoing violation.

Section Six. The Grievance Procedure.

Step I. Subagency Designee. A grievance **must** ~~may~~ be submitted **electronically (to a designated email address)** within the thirty (30) day period specified in Section Five to the office which the agency head has established as the subagency level for handling grievances.

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If the agency head does not establish a subagency level for handling grievances, the grievance shall be presented to the employee's first management-level supervisor in the chain of command who is outside the bargaining unit. A meeting shall be held with the Union representative and/or the grievant and a written response issued within **twenty-one (21)** ~~**fourteen (14)**~~ days after such meeting but not later than **twenty-eight (28)** ~~**twenty-one (21)**~~ 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 **electronically (to a designated email address),** within seven (7) days of the previous response. In addition, the following matters shall be submitted directly to Step II: **agency institutional grievances,** grievances alleging a violation of layoff or bumping procedures under Article 14.;

Grievances concerning disputes over an employee's job classification **are** filed **in accordance with** ~~**under**~~ Article 15 A. ~~**or Article 19.**~~

Within thirty (30) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within **twenty (20)** ~~**ten (10)**~~ days thereafter.

Step III. Undersecretary for the Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for the Office 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 for the Office of Labor Relations or designee has had an opportunity to resolve the grievance.

An unresolved grievance may be appealed to the Undersecretary for the Office of Labor Relations within seven (7) days of the date of the Step II response.

In addition, the following matters shall be submitted directly to Step III: grievances concerning dismissal, suspension or demotion pursuant to Article 16; class reevaluation appeals pursuant to Article 21; institutional grievances concerning the bargaining unit as a whole or more than one agency.

Said Undersecretary or his/her designated representative shall hold a conference within sixty (60) days of receipt of the grievance and issue a written response within **forty-five (45)** ~~**thirty (30)**~~ days of the conference**, unless mutually agreed to extend to another date**.

Submission of Grievances:

(1) **The Union will transmit grievance forms in PDF format to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive email. This is in lieu of hard-copy physical delivery or USPS delivery.**

(2) **The Office of Labor Relations shall send the Step 3 conference notice and Step 3 answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union will acknowledge receipt of such transmission by responsive email.**

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This is in lieu of facsimile transmission of conference scheduling notices and USPS transmission of Step 3 answers.

(3) The Union shall submit grievances that fall under Article 15, Section Six, to arbitration to the same dedicated email address in PDF format. Said transmission shall be directed to the Office of Labor Relations staff person assigned the responsibility of scheduling arbitrations (currently Tatiana Holmes). The Office of Labor Relations shall acknowledge receipt of said arbitration appeal by responsive email. This is in lieu of certified mail, postage prepaid to the Undersecretary of Labor Relations.

(4) Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations, shall not be negatively impacted.

(5) The date of the receipt, of any electronic transmission shall determine whether said submission was timely as required by the contract.

Step IV. Arbitration. Within twenty one (21) days after the State's answer is due at Step III or if no conference is held within sixty (60) days, within thirty (30) days after the expiration of the sixty (60) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion, or suspension of not less than five (5) working days.

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 of meetings hereinbefore cited. Whenever practicable, agreements to extend time limits or to waive steps shall be in writing. Therefore, requests for postponement of grievance meetings must normally be in writing and state the reason for the requested postponement.

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

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

Section Nine. Submission to arbitration shall be by certified letter, postage prepaid to the Undersecretary for the Office of Labor Relations. 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.

In cases of dismissals, demotions, suspensions of eleven or more days or layoffs, either party may request a Court reporter. The party requesting the reporter shall arrange for the stenographer and pay the costs thereof.

Cases involving discharges, transfers, layoffs, or actions in which delay might render any remedy moot shall be given preference in scheduling.

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Section Ten. Arbitration.

A. Within the timelines referenced above, grievances regarding suspensions of eleven (11) or more days, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

1. Submission. Submission shall be **filed electronically (to a designated email address)** ~~**by certified letter, postage pre-paid**~~, to the Office of Labor Relations.

2. Selection of Panel. The Parties shall establish a panel of ~~**seven (7)**~~ arbitrators selected by mutual agreement.

3. Costs. The parties shall share equally in the expenses of the arbitrator.

4. Assignment of Cases. Cases shall be assigned on a rotating basis to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.

5. Removal of Arbitrator. **Effective July 1, 2021, each Arbitrator appointed to the panel will be subject to the following:**

(1) Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.

(2) Each party retains the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.

(3) In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.

Either party, upon written notice to the other, ~~**between March 1st and March 10th of each contract year**~~ may remove an arbitrator(s) **once per contract year**. By April 1st the parties will have a reconstituted mutually agreed upon panel of ~~**seven (7)**~~ arbitrators for the succeeding contract year.

6. Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.

7. Pending Cases. The parties agree, ~~**immediately upon legislative approval of this Agreement, if not beforehand,**~~ to meet and discuss **quarterly, if necessary, on** the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

8. Expedited Cases. Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.

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9. Postponements. ~~In any individual arbitration case, each party will be allowed one postponement. Thereafter, p~~ Postponements shall be by mutual consent of the parties.

B. Within the timelines referenced above, grievances regarding all other complaints, including but not limited to, suspensions of ten (10) days or less, other discipline not covered in 10A., above, and/or contract interpretation, during the life of this Agreement, shall be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations. Said submission(s) shall not require a filing fee.

Section Eleven. Arbitration Rules. Whichever forum a grievance is filed and/or processed in according to section 10A. or 10B. above, the following shall apply:

1. Arbitrator's Authority. The arbitrator 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 grant to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.
2. Decision Final and Binding. The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sections 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 arbitrability.
3. Grievance Subjects. 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 working test period;
    b. reduction in force decision, except for order of layoff;
    c. classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;
    d. compliance with health and safety standards and COSHA;
    e. appeal of rejection from admission to an examination;
    f. any grievance processed in accordance with the procedures in effect at the time the grievance arose;
4. Job Classification Disputes. Disputes over an employee's job classification (reclassification grievances) shall be subject to the procedures described in Article 21.
5. Witnesses. The State will continue its practice of paid leave time for necessary witnesses of either party.
6. Hearings. All Arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.

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Section Twelve. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

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

(a) separation of employees during initial Working Test Period;

(b) separation` of non-permanent employees;

(c) non-renewal of appointment of unclassified employees;

(d) the decision to layoff, or non-disciplinary termination of employees;

(e) notwithstanding the provisions of Article 2, classification and pay grades for newly created bargaining unit jobs; provided, however, that this clause shall neither enlarge nor diminish the Union's right to negotiate pay grades;

(f) any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed which antedate this Agreement shall not be deemed to have been waived by reason of the execution of this Agreement;

(g) any inherent management right not restricted by a specific provision of this Agreement.

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

(a) a written complaint involving the allegation of a pattern of unfair treatment of an employee;

(b) Matters concerning discriminatory practices which are filed with the Commission on Human Rights and Opportunities.

(c) Examination through DAS Job Apps. ~~**Section Fifteen.**~~ The procedure for handling appeal of rejection from admission to examination shall be in accordance with CGS Section 5-221a.~~,~~ ~~**reproduced as Appendix E of this Agreement,**~~ and any regulations or procedures issued to implement that statute. The State reserves the right to modify this procedure. The Union shall be promptly notified of any revisions.

Section Fifteen. ~~**Sixteen**~~. All Step III conferences, arbitrations, and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

Section Sixteen. ~~**Seventeen.**~~ By mutual agreement, a grievance which remains unresolved after Step 3 may be submitted to a "pre-arbitration mediation process" in which grievances selected 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.

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NP-3 TENTATIVE AGREEMENT

In the event that mediation is not successful, the parties agree that if the mediator is also on the arbitration panel, he/she shall be bypassed if he/she would be the next arbitrator in rotation.

Section Seventeen. ~~Eighteen~~. The State and the Union recognize the necessity to fill out the permanent panel of arbitrators ~~Effective with the Legislative approval of this Agreement the parties shall agree upon the arbitrators~~ to serve on the NP-3 arbitration panel. An arbitrator who is new to the NP-3 panel may be removed from the panel by either party after he/she issues the first, second or third award, and be replaced with another jointly agreed upon arbitrator, with the same conditions.

If the arbitrator is not dropped after issuing his/her third award, he/she will serve for the term of this Agreement. Notwithstanding the above, the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet regularly to schedule grievances submitted for arbitration. The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

NP-3 TENTATIVE AGREEMENT

Article 15 A

Reclassification Grievance

Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. Such disputes shall be submitted directly to Step II of the grievance procedure. The final step of appeal shall be to a three (3) person panel consisting of personnel officers from two (2) different State agencies, each of which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in the area of job classification.

The existing procedures for handling appeal of rejection from admission to examination shall remain in force. The existing procedures for handling disputes over reclassification (including Temporary Service in a Higher Classification) shall remain in force, except as modified below:

Step 1 – The first step of the reclassification grievance shall be the Commissioner of Administrative Services (DAS) and/or designee or Human Resource Director. The DAS Human Resources Business Partner or Human Resource Director from the Agency in which the grievant is employed, will hold a meeting with the Union, the grievant, and any witnesses. A written response which shall include a brief statement of facts supporting the decision, will be issued within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

Step 2 (Panel) – An unresolved reclassification grievance may be appealed to the DAS Classification Panel within seven (7) working days of receipt of the Step 1 response or its due date. The Classification Panel shall hold a virtual conference on a date mutually agreed upon by the State and the Union and issue a written response within thirty (30) calendar days of the conference. The Classification Panel shall be comprised of two (2) HR professionals, one of whom shall serve as Chairperson, and one designee from the Union, all of whom shall be experienced in job classification. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing and include a brief statement of facts supporting the decision signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with merit system conditions.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 16
DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. No permanent employee who has satisfactorily completed the working test period shall be reprimanded, demoted, suspended or dismissed except for just cause.

Just cause may include but is not necessarily restricted to incompetency, inefficiency, neglect of duty, misconduct or insubordination.

Section Two. The parties jointly recognize the deterrent value of disciplinary action and, whenever appropriate, disciplinary action will be preceded by warning and opportunity for corrective action. Nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires and the failure to apply progressive discipline shall not in and of itself be cause for overturning the disciplinary action.

Section Three. A permanent employee who is reprimanded, demoted, suspended or dismissed shall have the right to appeal such action through the grievance and arbitration process set forth in this Agreement.

Grievances concerning dismissal, demotion or suspension shall be submitted directly to Step III of the grievance procedure within twenty one (21) calendar days of the written notice. All grievances filed directly to Step III shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee. By mutual agreement, such grievances may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 15.

The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums.

Section Four. Written notice of dismissal, suspension or demotion shall be sent to the employee by certified mail**, electronically** or served in person. Such written notice shall state the reason(s) for the disciplinary action, the effective date(s) and notice of the right of appeal. The Employer will **email a scanned copy to ~~notify~~** AFSCME Council 4 **Staff Representative and/or Service Representative ~~(Attention: NP-3 unit) by certified mail~~** of any dismissal, suspension or demotion within twenty-four (24) hours of the written notice to the employee.

When an employee is dismissed, suspended or demoted, each party shall provide to the other, upon written request, copies of all written documents to be submitted in evidence at the grievance conference. Such documents shall be provided one week prior to the scheduled grievance conference.

Section Five. Employer Conduct for Discipline. If an employer has an immediate need to correct or counsel an employee it shall be done in a manner so as not to embarrass the employee in front of other employees or members of the public who happen to be in the vicinity of the employee's work station.

Section Six. Interrogation. An employee who is being interrogated concerning an incident or action which may 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 interrogation. This provision shall be applicable to

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interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

Section Seven. Whenever practicable, any investigatory or disciplinary meeting with an employee shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. If such scheduling is not possible, and an employee is required to appear at any time beyond his/her normal work time, he/she shall be deemed to be actually working. If the employee's representative is on duty at the time of the meeting, the representative shall be released for the meeting with pay.

Section Eight. 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 establishes that the employee(s) breached the No Strike Article, the arbitrator shall not substitute his 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.

Section Nine. Reprimands. A written reprimand or a written record of an oral reprimand which is placed in an employee's personnel file and which is not merged in the service rating next following shall be considered void for purposes of progressive discipline after eighteen (18) months, unless another disciplinary action is taken within that period of time.

An employee shall have the right to file a written response to any such reprimand or record, and such response will be attached thereto and placed in the personnel file. Any such response shall also be considered void if the reprimand to which it is attached is considered void under this section.

For purposes of this section, "void" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract

Section Ten. An appointing authority may, pending an investigation of alleged action which constitutes grounds for dismissal (including disposition of criminal charge against the employee), place the employee on an administrative leave of absence for a period of up to sixty (60) calendar days. The appointing authority may reassign the employee to an alternative assignment during the investigation, where practicable.

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The paid leave under this section may be extended for the period of the pre-discipline procedure and the discipline notice period. An employee may be placed upon a paid leave of absence during the notice period prior to the effective date of a dismissal.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 17
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section One. Standard Workweek. **(a)** The standard workweek for full-time employees shall be forty (40) hours per workweek in five (5) consecutive days of eight (8) hours per work day, with regularly established starting and ending times. Except in emergencies, employees shall receive two (2) weeks notice of any schedule change.

(b) The customary workweek shall be from 12:01 A.M. on Friday to 12:01 A.M. the following Friday.

(c) The customary work day shall be from 12:01 A.M. to 12:01 A.M. the following day.

Section Two. Nonstandard Workweek. A nonstandard workweek for full-time employees shall average five (5) work days and forty (40) hours per week over a period of eight (8) weeks or less. Employees who are on nonstandard workweeks shall have regularly established starting and ending times and shall receive two (2) weeks notice of any schedule change, except in emergencies.

Section Three. In the event the employer wishes to change a facility work schedule during the life of this agreement, three (3) weeks notice shall be given to the affected employee(s) and the Union. The employer shall meet and negotiate with the Union if the Union objects to the proposed schedule. If agreement cannot be reached within three (3) weeks of notification to the Union, the employer shall make the changes it deems advisable.

(1) Staffing needs will be met by volunteers before employees are assigned, provided that there are sufficient volunteers qualified to do the work.

(2) If there are not enough volunteers, or if there are too many volunteers, preference for schedule selection shall be given to the most senior employees qualified to perform the work until staffing needs are met.

The Union shall have the right to request arbitration following the schedule change implementations. The arbitrator in rendering a decision on the employee work schedules must give weight to the following factors in the following order of priority: the impact on client services, the impact on the agency and the impact on the employees. The arbitrator shall not be empowered to direct the employer to hire additional staff or require additional overtime compensation provided the employer has not reduced the number of employees and thus reduced the employee/client ratio prior to the change in schedule.

Nothing in this Section shall be interpreted as a limitation on the employer's right to determine the hours of operation.

Section Four. ~~**During the life of this Agreement, t**~~ The establishment or disestablishment of nonstandard workweeks or work schedules shall be consistent with Section 5-238 and the regulations appurtenant thereto, except that:

(a) The Commissioner of Administrative Services shall issue regulations and the Undersecretary for the Office of Labor Relations shall make decisions previously assigned to the Personnel Policy Board.

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(b) A copy of any such regulation, when issued, shall be furnished to the Union.

(c) A copy of all proposed nonstandard workweeks shall be furnished to the Union.

Prior to the establishment or disestablishment of nonstandard workweeks, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves its legal rights with regard to the implementation of its last proposal.

Any employee whose workweek is to be changed from a standard workweek to such newly established nonstandard workweek, or from a nonstandard workweek to a standard workweek, shall be given at least two (2) weeks notice of the change.

Section Five. Upon request of an employee and by mutual agreement between the employee and an appropriate management designee, the employee's work schedule may be rearranged to accommodate needs in such areas as child care, family illness, transportation or participation in an educational program.

There shall be no arbitrary denial of an employee's request for a nonpermanent change in schedule to meet problems as provided in this Section, and grievances alleging such arbitrary denial shall be expedited.

There shall be management review of said accommodations on no less than an annual basis to determine the need for continued rearranged schedules.

This provision shall not be used to shorten the work day by allowing an employee to work through his/her lunch and/or rest breaks.

Section Six. The State reserves the right to establish work schedules at variance with Section One above in order to meet emergency needs such as a fuel emergency. Prior to implementing such an alternative work schedule, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation with the Union over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves the right to implement its last proposal.

In addition, the State and the Union shall continue to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union. Implementation, evaluation and continuation of flextime programs shall be a subject for the Labor Management Committees. In addition, the **State and the Union shall continue to cooperate in programs to determine the feasibility of telework pursuant to the SEBAC Telework Policy.** ~~**parties will participate in the state-wide Committee initiative agreed to in SEBAC 2017 to discuss alternative work schedules and compressed work schedules. The NP-3 unit will not participate in telecommuting.**~~

Section Seven. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

On an agency by agency basis, designees of the Employer shall meet with designees of the Union to discuss the adoption of a one-half (1/2) hour lunch period.

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Section Eight. Subject to the operating needs of the agency, employees will be granted rest periods of fifteen (15) minutes in each half shift. Said rest periods shall be scheduled to meet the needs of the Employer and shall ordinarily be scheduled in the middle portion of each half shift.

Section Nine. Overtime. (a) The provisions of this Section shall be interpreted consistent with Section 5-245, except when specifically provided otherwise.

(b) The State will continue to pay overtime to eligible employees at time and one-half for hours worked over forty (40), except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes, and except for averaging schedules that were approved by the Personnel Commissioner or Commissioner of Administrative Services or that are approved by the Undersecretary for the Office of Labor Relations. The State shall retain its right to require overtime. Wherever possible, volunteers will be solicited before employees are assigned. Agencies will endeavor to equally distribute overtime opportunities among employees in the same classification in the same work unit who normally do the work. There shall be no payment of overtime for hours not worked.

For the purpose of computing overtime pay under the contract (and not for computing the FLSA overtime payment described in (c) below), the total number of hours worked shall be understood to include any hours for which an employee receives his/her regular pay, such as for sick leave, personal leave, vacation time or holidays.

(c) Employees shall continue to be paid overtime consistent with this Agreement, although the parties recognize the statutory obligation that eligible employees be paid overtime in compliance with the provisions of the Federal Fair Labor Standards Act (FLSA).

After the payment of overtime in accordance with the collective bargaining agreement (see generally, this Article), an employee's additional FLSA payment, if any, shall be computed according to the rules set forth in the FLSA (29, CFR PART 778 et seq.). In determining whether said employee is eligible for FLSA overtime payment, only "hours worked" as defined in the Act, shall be counted. Furthermore, the FLSA liability shall be offset by the amount of overtime payments already paid to said employee in accordance with this agreement and existing practice, for that FLSA work period.

Where a primarily non-hazardous duty bargaining unit includes both essential **and/or level 1** and non-essential **and/or level 2** 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, an essential employee, required by the Employer to report to work outside the home during a period when other bargaining unit members are paid but relieved from work due to a closing, shall receive straight time compensatory time for the hours worked during the employee's normal shift where the State has been ordered closed.

(d) Call Back Pay. Employees who have left work after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours of overtime. The provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

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(e) Exempt Employees. During the life of this Agreement, Section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above the applicable rate for Grade 20, Step 10, and those unclassified positions which on June 30, 1977 were deemed exempt positions. Notwithstanding the previous sentence, employees in the following classifications shall be eligible for overtime payment upon contract implementation:

Executive Secretary 2 - Classified

Motor Vehicle Central Office Supervisor 2

Office Supervisor

Subject to the operating needs of the agency:

(1) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly and recurrently to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off; and

(2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection 1 or 2 may grieve up to but not beyond Step III of the grievance procedure.

(f) Overtime pay shall not be pyramided.

(g) When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

Section Ten. Shift Preference. In a work unit which has a multi-shift schedule:

(a) if there is an opening on a shift which the Employer intends to fill permanently, the Employer shall first ask for volunteers;

(b) if there are more volunteers than openings, preference will be given to the most senior employee in the same classification who has the ability to perform the specific assignment provided that a shift will not be left with a totally inexperienced crew.

No employee may exercise shift preference rights more than once a year.

Section Eleven. Ten Month Positions. A college or university may establish ten (10) month positions or may convert vacancies or existing positions to ten (10) month schedules provided that any employee occupying such position volunteers for the reduced schedule. The period of employment for the ten (10) month positions shall commence August 15 and shall conclude June 15. No employee who currently occupies a year-round position shall be involuntarily placed in a ten (10) month schedule.

The compensation for the ten month schedules shall reflect the reduced schedule but shall be paid over the twelve month period. Should the prior provision be found to be improper under state

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or federal wage laws (e.g. FLSA), the compensation method shall be changed so that the ten month employees are paid over ten months and are treated as on a unpaid personal leave of absence during the nonwork summer period. In accordance with existing practice, ten month employees will be eligible for health benefits and state service credit (e.g. seniority) for the period of receiving compensation and will be granted leave accruals for the period actually worked, if different from the period of payment.

Section Twelve. An employee who is regularly assigned a State vehicle and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered in pay status commencing with arrival at the first business call until departure from the last business call, provided, however, any travel in excess of twenty (20) miles to or from the employee's home shall be considered as time worked. The above provisions shall apply only to those occasions when the employee is reporting to a field assignment.

Section Thirteen. In agencies whereby dispatch services are provided by Telecommunications Dispatchers and/or Telecommunications Operators said NP-3 Dispatchers shall be allowed to swap scheduled shifts with other NP-3 Dispatchers with the same title/ job class at the same worksite. The manager and/or manager's designee shall review and either approve or deny the swap request. All hours worked within the associated swap will be paid at straight time. Swaps will not be approved for any employee in a working test period. The Swap Policy may be discussed as an agenda item at Labor Management Committee meetings.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 18
TEMPORARY SERVICE IN A HIGHER CLASS

Section One. Temporary Service in a Higher Class is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; **or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level.** Eligibility for temporary assignment to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job specification. **Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are subject to the approval of the Secretary of the Office of Policy and Management (or designee).**

An extended **assignment constituting Temporary Service in a Higher Class** 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 work day, be paid for such actual work**, subject to review and approval by DAS, and OPM as indicated above. Payment shall be** 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 **a long with 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). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 15.**

(c). If, **by** the thirty-first consecutive working day, **the assignment** has not **been** approved, the employee may request **of the appointing authority immediate** reassignment to his/her former position. **The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former position occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first (31) consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15**

(d) In the event the Commissioner of Administrative Services**, (or designee),** disapproves the requested assignment**, on the basis of his/her judgement that the assignment does not constitute temporary service in a higher class the employee may continue working as assigned, or may request reassignment to his/her former position.**

In the event the Secretary of OPM (or designee) disapproves the refill or establishment of a position that would facilitate payment, the duties forming the basis if the Agency's request for TSHC payment

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shall be removed immediately. If the employee continues to work as assigned, the employee shall have recourse for TSHC payment.

If reassignment is granted by the appointing authority, the employee may appeal for TSHC compensation if the duration of the period of actual work performed at the higher level exceeded 30 consecutive working days prior to the reassignment. If reassignment is denied by the appointing authority, the employee may appeal for TSHC compensation once the duration of actual work performed at the higher level exceeds 30 consecutive working days.

For any of the scenarios outlined in this section (d) the employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Nothing in this Section is intended to preclude an individual employee from making separate claims for reclassification and/or temporary service coverage, with recourse under the reclassification procedure but not under the grievance and arbitration procedure. In any such case in which as employee makes separate claims, the effective date of the assignment shall represent the retroactive payment date for remedy, should the employee prevail in either appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Temporary assignments to higher classifications shall not be used to circumvent the merit system. Therefore, when a temporary assignment has been made to a vacancy in a permanent position, upon approval from the Office of Policy and Management to fill the position, any permanent appointment shall be made in accordance with merit system requirements including the use of a certified list for appointments to competitive positions.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 19
JOB SPECIFICATIONS

Section One. Each employee shall upon promotion or appointment and thereafter upon request be given a copy of his/her job specification. Work assignments shall be in accordance with that job specification.

Section Two. Wherever the phrase "and performs related duties as required..." appears in the job specifications for job classifications within this bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the overall job specification.

The functions of serving as a receptionist and/or receiving the "operator" calls from a voice mail system shall be considered as "related duties" for secretarial and clerical classifications.

Disputes regarding the appropriateness of assigned duties shall be addressed under the procedure established in Article 15A.

~~**Section Three. The reference to Appendix B has been deleted and this section is reserved for future use.**~~

Section <u>Three</u> ~~Four~~. The State will notify the Union of any changes in the job specifications for bargaining unit classifications in order to permit the parties to negotiate the impact, if any, of such changes and the effective date, if appropriate, of the results of such negotiations.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 22
TEMPORARY, DURATIONAL, PROVISIONAL AND PERMANENT PART-TIME EMPLOYEES

Section One. 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.

~~**Section Two. Provisional Employees. Provisional employees, as defined in Article I, are subject to the requirements of the merit system in all respects, including but not limited to, certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination without right of appeal.**~~

~~**In other respects, this Agreement shall apply to a provisional employee in a permanent position from the date of appointment.**~~

~~**A permanent employee who is provisionally promoted shall be paid at the rate for the higher class as if promoted thereto.**~~

Section <u>Two</u> ~~Three~~. Permanent Part-Time Employees. Permanent part-time employees will receive wages and fringe benefits on a pro-rata basis in accordance with existing practice, and shall receive pro-rata personal leave in accordance with Article 30, Section Seven.

Permanent part-time employees working under twenty (20) hours per week (excluding retired reemployed workers and unscheduled intermittent employees who work less than ten (10) hours per week) shall be eligible for all benefits currently provided to over twenty (20) hours per week permanent part-time employees except as follows:

(a) Article 14 - Order of Layoff - The terms of this provision will govern with these exceptions:

(1) Under Section Four an incumbent in a position to be eliminated will be given as much notice as possible but not less than two (2) weeks.

(2) Exercise of rights under Section Five, Bumping and Section Six, Reemployment will be limited to securing other permanent part-time under 20 hours a week positions.

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(b) Article 27 - Group Health Insurance -

~~(1) For employees hired on or before February 13, 1985, the State shall continue in force the health insurance coverage received by such employees.~~

~~(2) For employees hired after February 13, 1985, eligibility for health insurance coverage was limited to those individuals who are regularly scheduled to work at least 17 1/2 hours per week.~~

~~(3) Effective with the 1996 implementation of the 1994-99 contract, the specified minimum number of hours for health benefits (i.e. 50% of the full-time standard workweek) was increased in accordance with the increased workweek. Therefore, as of July 1, 1998,~~ e Eligibility for health benefits is limited to those employees who are regularly scheduled to work at least 20 hours per week. In the event that a less than 20 hour per week employee's work schedule, averaged over four successive calendar months, equals or exceeds 20 hours per week, such employee shall be eligible to commence health benefits. In the event that the work schedule of any employee falls below 20 hours per week, averaged over four successive calendar months, health benefits will be terminated.

The parties agreed that the increase in the minimum eligible hours from 17.5 hours to 20 hours would not disqualify a part-time employee receiving health insurance benefits as of January 1, 1996 whose work schedule had not otherwise been changed.

(c) It is further understood that access to benefits and privileges under the contract will not result in a loss of work time except in emergency situations. This understanding does not pertain to sick or vacation leave usage or absence from work during an approved leave of absence.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 23
NOTICE OF OPENINGS AND PROMOTIONAL OPPORTUNITIES

~~Copies of a~~ All ~~examination announcements~~ job openings shall be posted on the State of Connecticut DAS (www.jobapscloud.com/ct), the Agency's website, or on bulletin boards which are normally used for such announcements. In lieu of posting notices on bulletin boards, an Agency may elect to distribute job postings and/or examination announcements to employees through the Agency's email system provided employees have access to such system. ~~If examination announcements are not received by an agency or are posted late, requests for late application for admission to the examination will be sympathetically considered.~~

Prior to or concurrent with any outside recruiting efforts, the agency will post a notice of the vacancy at the facility where the vacancy exists. In addition, agencies will be encouraged to post and distribute such notices of vacancies in other locations.

For purposes of this Article, "outside recruiting" describes situations in which an agency is undertaking efforts to recruit from outside State service, i.e. newspaper advertising; contacting potential new hires on open-competitive examination list; interviewing potential new hires for a vacant position.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

NP-3 TENTATIVE AGREEMENT

ARTICLE 24
PAYCHECK DISTRIBUTION

~~When paychecks are available and sorted at the facility or work location, every effort will be made to distribute them on Thursday after 3:00 p.m.~~

~~Where checks are not currently distributed on Thursdays, the Union shall meet with the appropriate management official to discuss the feasibility of new methods of distribution.~~

Effective July 1, 2022, paychecks shall be paid by direct deposit on state paydays for all new hires and current employees who are already on direct deposit. All paycheck documents are located in CORE. The parties recognize that the state may elect to distribute a paper or manual paycheck in accordance with state business practices.

FOR THE STATE: [signature] FOR THE UNION: [signature]

DATE 02.10.2022 DATE: 02-10-2022

ARTICLE 26
COMPENSATION

Section One. ~~There shall be no general wage increase paid to any NP-3 unit employee for the 2016-17 and the 2017-18 contract.~~

Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.

Effective July 1, 2022 ~~2019~~, the base annual salary for all employees shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date. ~~three and one-half percent (3.5%)~~.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a $1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.

Effective July 1, 2023 ~~2020~~, the base annual salary for all employees shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit.. This will be paid in the payroll that includes this date. ~~three and one-half percent (3.5%).~~

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Two. Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be paid for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.

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~~. There shall be no annual increment payment made for he 2016-2017, 2017-2018 or 2018-2019 contract years The annual increments for the 2019-20 and the 2020-21~~

The annual increments for 2022-2023 and 2023-2024 contract years shall be paid on time for active employees who are in the bargaining unit..

The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

Except as specifically varied by the contract, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice.

Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following date of hire.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

~~Effective July 1, 2018, full-time employees shall receive a $2,000 one-time payment. For employees at top step, this $2,000 payment will be in lieu of a top step, lump sum bonus. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment shall be paid in July, 2018.~~

~~There shall be no lump sum payments made for the 2016-2017, 2017-2018 or 2018-2019 contract years.~~

Effective and retroactive to July 1, 2021 ~~2019 and July 1, 2020~~, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars ($1,000) ~~seven hundred and fifty dollars ($750)~~. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit, for employees who left in good standing with ten (10) years or more of state service and who retired after July 1, 2021.

Effective July 1, 2022, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars ($1,000) for active employees who are in the bargaining unit.. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating.

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Effective July 1, 2023, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars ($1,000) for active employees who are in the bargaining unit.. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Three. (a) Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except as provided otherwise in this agreement. The longevity schedule in effect on June 30, 2002 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto.

(b) Effective and retroactive to July 1, 2021, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit. Longevity payments ~~in contract year 2018-19~~ will be paid on a semi-annual basis for each year of the agreement. ~~except that the April, 2018 payment shall be paid in July, 2018.~~

Section Four. Night Shift Differential. The existing rules and regulation for night shift differential shall continue in force for the life of the contract except as may be modified by the contract. Eligible employees whose assigned work shift begins after 2:00 p.m. and before 6:00 a.m. or whose assigned shift is more than 10 hours of work time shall be entitled to a night shift differential. The shift differential will be paid for hours worked but not for vacation, sick leave or other paid leave. The shift differential shall apply to employees regularly assigned to qualifying shifts and shall not apply to additional hours of work which may extend into such shifts and/or which are not part of such shifts (e.g. overtime work which occurs after 2:00 p.m. or which extends the workday to more than 10 hours). Employees whose salary grade is Salary Group 19 or below shall be eligible for the shift differential payment. ~~The rate for night shift differential shall be sixty-five cents ($0.65) per hour.~~ Effective at the start of the first pay period following thirty (30) days after legislative approval, the rate for night shift differential shall be increased to one dollar and fifty cents ($1.50) ~~seventy cents ($0.70) per hour. Effective July 1, 2004, the rate for night shift differential shall be increased to seventy-five cents ($0.75) per hour.~~

Section Five. Weekend Differential. (a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

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(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) Effective the pay period including July 1, 2008, bargaining unit members working schedules at the Department of Motor Vehicles that include Saturday hours of 8 a.m. – 1 p.m. shall be eligible for weekend differential at the rate established in this section.

(e) **Effective at the start of the first pay period following thirty (30) days after legislative approval, the rate for weekend shift differential shall be increased to one dollar and fifty cents ($1.50)** ~~**forty cents ($0.40)**~~ per hour.

Section Six. Objective Job Evaluation. The terms and conditions concerning Objective Job Evaluation are negotiated separately by the State and the Unions. All provisions concerning Objective Job Evaluation are governed by the separate agreement of the parties on that subject.

For ease of reference, the applicable sections of that agreement are reprinted in this contract booklet as Appendix G.

Section Seven. Overpayments. When the employer determines that an employee has been overpaid, it shall notify the employee of this and the reason therefor. The employer shall arrange to recover such overpayment from the employee over the same period unless the employer and employee agree to some other arrangements. (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.)

In the event the employee contests whether or how much 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 Eight. Emergency Medical Technician. On or about December 1 of each contract year, the State shall pay a **five** ~~**four**~~ hundred dollar **($500)** ~~**($400)**~~ annual skill premium to each employee who is certified as an Emergency Medical Technician, and who has volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year.

Section Nine. Bilingual Stipend. The rates of additional compensation provided to eligible clerical employees for performing sign language interpreting assignments (Item 456-Q) or performing Spanish interpreting assignments (Item 442-Q) shall be revised to reflect the salary groups and rates **upon legislative approval** ~~**as of January 1, 1996**~~ and shall be implemented effective on the start of the pay period that includes **July 1, 2022** ~~**June 1, 1996**~~.

Section Ten. (a) The hourly pay differential which was established for certain designated job assignments or working conditions in the Departments of Correction, Health Services, and Public Safety, ~~**and the**~~ UConn Health Center**, and the Department of Mental Health and Addiction Services (Whiting Forensic Hospital)** shall continue. ~~**under the criteria and standards for payment established in the prior agreements.**~~ **Effective the pay period including July 1, 2022,**

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the hourly differential shall be one dollar twenty-five cents ($1.25) per hour. ~~The hourly pay differential rate shall be fifty-five cents ($0.55) per hour. Effective the pay period including July 1, 2007 the differential shall be sixty ($.60) cents per hour. Effective the pay period including July 1, 2008 the differential shall be sixty five ($.65) cents per hour.~~

Notwithstanding the above provision, the pay differential for employees in the Department of Correction or the DOC Health Services Unit ~~UConn Health Center units~~ serving correctional inmates shall apply to those NP-3 employees who work every work day inside facilities of the Department of Correction which house incarcerated inmates, including the Health Services Units of the DOC. ~~the correctional managed health care units of the UCONN Health Center~~. The differential would not apply to clerical employees at other DOC locations, e.g. central office, community locations, district offices or other offices which are not located inside correctional incarceration facilities. The four Inventory Unit employees who generally spend 80% of their workdays inside correctional incarceration facilities will continue to receive the differential.

Section Eleven. Travel Reimbursements. **(a)** An employee who is required to use his/her personal vehicle in the performance of duty shall be paid at the rate in accordance with OLR General Letter: Mileage Reimbursement (increase/decrease.) ~~of fifty four and one-half cents ($.545) per mile.~~ The rate per mile shall be readjusted within thirty (30) days of readjustment by the US General Services Administration.

Each employee required by the Employer to use a personally owned motor vehicle for official State business shall produce an insurance policy for review by the Employer showing that the vehicle to be used is insured in at least the following amounts: (a) $50,000/100,000 liability and $5,000 property damage; (b) $100,000 minimum for liability for bodily injury and property damage.

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

The maximum meal reimbursement rates shall be as follows:

Breakfast	$ 6.00
Lunch	$ 8.00
Dinner	$18.00

(c) Any employee who regularly travels on State business and is required to make long-distance telephone calls from non-state facilities shall be provided with a credit card number for charging business calls to his/her agency.

Section Twelve. Lottery Incentive Compensation. The State shall continue its existing practice of providing, at its discretion, entrepreneurial incentives to designated State Lottery employees.

The following provision shall apply to those Lottery employees who elected to switch from the standard compensation plan to the incentive pay plan prior to January 1, 1997. After the Connecticut Lottery Corporation announces its revised incentive plan, these employees will have a thirty day period to elect to return to the standard compensation plan (i.e. ten step plan). This shall be a one-time opportunity and the employees

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who choose the standard plan will not be allowed to change to the incentive pay plan in the future except with the permission of the CLC. During the thirty day period, the State and the Union will meet to discuss the proper step placement on the standard plan for any employees who decide to change to the standard compensation plan.

Section Thirteen. On-call/Standby Pay. For those employees who are, by managerial direction, obligated to (1) be available for service, (2) standby for a call, or (3) carry a response device to provide immediate response or coverage, the sum of **two dollars ($2.00)** ~~$1~~ per hour shall be paid for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed **two hundred dollars ($200.00)** ~~$100.00~~ per employee per week.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.23.2022 DATE: 02-23-2022

NP-3 TENTATIVE AGREEMENT

ARTICLE 30
VACATIONS AND PERSONAL LEAVE

Section Three. **(a)** Each employee shall accrue vacation for each completed calendar month of continuous service, provided that:

(1) such leave starts to accrue on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) an eligible employee on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance leave records. For such employees, the accrual rate will be based on the number of calendar years of service;

(3) vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days;

(4) vacation leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

(b) An employee shall be eligible to use accrued vacation upon completion of six (6) calendar months of continuous service, subject to the approval of his/her appointing authority.

(c) A holiday or a day granted by statute in lieu thereof occurring during the vacation of an employee shall be recorded as a holiday, and not as a day of vacation. When a full day off is granted by act of the Governor, an employee on vacation shall not have the day charged as vacation.

(d) Any employee who has completed six (6) months of continuous service and who leaves State service shall receive a lump sum payment for accrued vacation.

(e) Employees are encouraged to use vacation credits in full days, but may use them in **fifteen (15) minute increments.** ~~**minimum units of one (1) hour**~~.

(f) Non-essential employees on vacation for less than a week shall not be charged a vacation day if the state is closed during the employee's normal work shift. Non-essential 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.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 31
SICK LEAVE

Section Ten. **Donation of Vacation Leave.** This is to confirm the parties' understanding reached in negotiations that from time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a fellow bargaining unit member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off. Such donation may occur between different employing agencies. No employee may donate more than **ten (10)** ~~five (5)~~ days of sick leave in a calendar year.

Said benefit shall be subject to review and approval by the Undersecretary for the Office of Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Undersecretary. As provided in those guidelines, the donation shall be made only in minimum units of one day (or the equivalent hours), which shall be the length of the standard work day (e.g. 8 hours).

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 36
LABOR MANAGEMENT COMMITTEES

Section One. It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of both the State and the Union.

These subjects include, but are not limited to, the following: training, parking, flex-time, career ladders, day care, ~~video display terminals,~~ workplace violence prevention and abuse and/or excessive use of sick leave.

Section Two. There shall be a statewide Labor Management Committee consisting of not more than eight (8) members each from the State and the Union. This committee shall meet quarterly upon request. Agendas shall be exchanged at least one (1) week in advance.

~~Effective July 1, 2006, a fund of seventy-five thousand ($75,000) dollars shall be established for the term of the agreement. Upon mutual agreement of the State and the Union, funds may be allocated from this amount to address such issues as day care, course privileges, stress reduction, abuse and/or excessive use of sick leave, and issues concerning Video Display Terminals. Any requests for funding which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.~~

Section Three. There shall be agency-wide Labor Management Committees consisting of not more than five (5) members each from the State and the Union. These committees shall meet to discuss items referred by the statewide Labor Management Committee. These committees shall also discuss items of mutual concern. The committees shall meet upon request of either party for a reasonable number of meetings.

In addition a Labor Management Committee may by mutual agreement be formed at a region/district, institution or facility level to consider issues as outlined in this section. Such a committee shall consist of not more than three (3) members each from the State and Union.

Section Four. Employees shall be granted time off with pay for the purpose of going to, attending, and returning from Labor Management Committee meetings.

Section Five. Labor Management Committees shall not have the authority to negotiate additions to, subtractions from, or other modifications of this Agreement.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 38
MISCELLANEOUS

Section One. Printing of Agreement. The parties will share the cost of printing the Agreement in booklet form.

Section Two. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to: **(a)** eligibility for meals or reimbursement therefor; **(b)** leave of absence.

Section Three (a). Uniforms and Equipment. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

In the event that the State determines to exercise its right to require uniforms or to require employees to wear a standard attire (e.g. polo shirts and khaki slacks), the State will notify the Union prior to imposing uniforms or a standard attire and will discuss Union concerns.

Section Three (b). Proper Facilities and Equipment. The Employer reserves the right to determine what type and number of equipment will be used on the job, and to assign such equipment among its employees as it deems necessary.

The nature and operating conditions of such equipment shall be considered as a factor in evaluating the quantity or quality of work.

The Employer shall once a year reimburse hearing reporters for supplies, service and cleaning for personally owned machines, up to a maximum of $50.00 per year.

Section Four. Blue Book. References in this Agreement to "rules and regulations" refer to the "Blue Book", Regulations of the Department of Administrative Services. Such references include also all applicable General Letters, Q-Items and State Personnel Regulations.

Section Five. Hazardous Duty. The Union, and not any individual employee, shall be granted upon request a hearing concerning a claim for hazardous or unpleasant duty pay differential. Said hearing shall be before a panel composed of one (1) personnel analyst and one (1) agency personnel administrator or officer, both of whom shall be selected by the Undersecretary for the Office of Labor Relations, and one (1) designee of the Union. Disputes under this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section Six. ~~State Examinations~~. ~~**Employees shall be allowed time off with pay and without loss of earned leave time for the purpose of taking State merit system examinations at the appropriate center, provided due notice is given to the appointing authority.**~~ Time off with pay shall ~~**also**~~ be allowed when an employee is scheduled for a job interview ~~**as a result of being certified from a merit system list to**~~ **with any state** ~~**another**~~ agency, provided **that advanced** ~~**due**~~ notice is given to the **employee's current supervisor** ~~**appointing authority**~~.

Section Seven. Damage to Personal Property. The Employer will process as expeditiously as possible claims for the payment of the cost of replacement or repair of property or prosthesis of an employee when such items are lost or damaged in the line of duty without fault of the employee.

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Section Eight. Field Clerks. Employees designated as field clerks shall, except in temporary or emergency situations, be assigned to a specific location. In temporary or emergency situations, when the employee is required to travel a distance greater than that from his/her home to the permanent duty station, the employee shall be reimbursed for the additional mileage, and the additional time spent in travel shall be considered time worked. The Employer may provide a State vehicle or transportation in lieu of mileage reimbursement.

~~**Section Nine. The reference to Appendix C has been deleted and this section is reserved for future use.**~~

Section Nine ~~Ten~~. Staffing. The Employer agrees that during the term of this Agreement, it shall notify the Union within a reasonable time period of its intent to downgrade, red-circle, reclassify or eliminate a bargaining unit position.

Section Ten ~~Eleven~~. Locked Wards. If an employee is assigned to work in an open area of a locked ward and finds himself/herself working alone on the ward, the employee may leave the ward until another employee arrives, provided that the employee immediately notifies his/her supervisor of the situation. The Employer shall investigate locked ward work sites and endeavor, wherever possible, to provide enclosures or offices in order to provide necessary security.

Section Eleven ~~Twelve~~. Leave Time Accrual. (a) The State reserves the right to maintain records of leave accrual and use on the basis of either days or hours.

(b) Employees are encouraged to use vacation credits in full days, but may use them in **fifteen (15) minute increments. ~~minimum units of one (1) hour.~~** In addition, employees shall be permitted to take time for medical or dental appointments in **fifteen (15) minute increments. ~~hourly units.~~**

(c) For those agencies which keep records of leave accrual and use on the basis of days, when use of leave time is permitted in hourly increments, conversion shall be based on one day equals eight hours.

(d) Use of leave time in hours shall not be used so as to routinely shorten the normal work day over a significant period of time.

Section **Twelve ~~Thirteen~~**. Lateness Due to Inclement Weather or Hazardous Driving Conditions. When an employee is late for work due to inclement weather or hazardous driving conditions, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift.

In exceptional situations, up to 2 1/2 hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants. In assessing whether or not to excuse lateness in excess of an hour, consideration will be given to the time the employee arrives at work when compared to other employees traveling to work under similar circumstances.

Failure to excuse lateness of up to 2 1/2 hours shall be subject to the grievance and arbitration provisions of this Agreement. In any arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitration shall give substantial weight to the judgment of the Employer.

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This Section shall not apply if the employee fails to report to work. **This section shall also not apply if the employee is approved to telework.**

Section Thirteen ~~Fourteen~~. ~~Picnics~~ Summer Outing and Holiday Outing ~~Christmas Parties~~. If an agency or the Union sponsors a **summer outing and/or holiday outing** ~~summer picnic and/or winter holiday party~~, employees shall be released for up to one-half day to attend one **summer outing and/or holiday outing** ~~picnic and/or one party~~. In no case shall employees be released for more than the time of the event and employees who do not attend shall not be entitled to compensatory time. Employees shall continue to cooperate in providing office coverage during such events, and responsibility for such coverage shall be equitably distributed.

Section Fourteen ~~Fifteen~~. Meals and Housing.

(a) Meals. The rates charged to employees for meals shall be as follows:

Breakfast	$ 3.00
Lunch	$ 5.00
Dinner	$ 5.00

The State expressly reserves the right to provide or not to provide meals to any employee who is not in "loco parentis" status and to terminate such services with sixty (60) days notice.

~~**(b) Housing. The State shall have the right to establish rental rates for employees in State-owned housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties.**~~

~~**The rental values established by the State for employee housing shall not be subject to the grievance or arbitration procedure.**~~

~~**The State expressly reserves the right to provide or not provide State-owned housing to any employee, including the selection among applicants and the termination of occupancy in accordance with the Regulation on Assignment and Termination of State Housing as they may be amended from time to time.**~~

~~**The Employer shall not remove an employee from housing or refuse to consider an application for housing as a form of discipline for matters unrelated to housing, but this provision shall not restrict the Employer's right to remove from housing an employee whose employment is terminated.**~~

Section Fifteen ~~Sixteen~~. Past Practices. Any change in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of:

(a) whether or not there is in fact a valid, current past practice in effect, and

(b) the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 15 (Grievance Procedure).

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rap 02-10-2022

NP-3 TENTATIVE AGREEMENT

~~Section Seventeen. The parties shall update the stipulated agreement concerning the employees in the evening programs at the Technical High Schools and include the updated document in the contract booklet.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

ARTICLE 40
LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278. ~~**If the legislature rejects such request as a whole, the parties shall return to the bargaining table.**~~

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

ARTICLE 42
DURATION

This Agreement shall be effective July 1, 2021 ~~2016~~ and shall expire on June 30, 2025 ~~2021~~.

Unless otherwise stated to the contrary, changes to language provisions shall take effect upon legislative approval.

The provisions of CGS 5-270 et seq. and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2024 ~~2020~~.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.10.2022 **DATE:** 02-10-2022

MEMORANDUM OF UNDERSTANDING
FURLOUGH DAYS

Furlough Days. The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit that must be taken in FY18 (July 1, 2017 – June 30, 2018).

It is understood and agreed that the days off shall be taken by June 21, 2018.

Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work.

Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage.

It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days.

The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The above value shall be deducted in the pay period in which the furlough day is taken. Alternatively, bargaining unit members may elect to have the total value of three (3) furlough days deducted incrementally throughout the course of FY18. For employees who choose the latter option, effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. Deductions for furlough days shall be made pursuant to this paragraph except as otherwise provided herein.

For Employees who can be assigned the fixed furlough days:

In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from among the dates listed below as approved by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. In the event that more employees from a unit or department request a particular furlough day than Agency operations can accommodate, the Agency shall use seniority as a basis to determine which employees are granted the day.

- September 5, 2017
- November 24, 2017
- December 26, 2017
- March 9, 2018

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NP-3 TENTATIVE AGREEMENT

~~April 2, 2018~~

~~May 11, 2018~~

~~June 15, 2018~~

~~The fixed furlough days in higher education may be different than the above days.~~

~~In the Department of Motor Vehicles, for employees who work Tuesday through Saturday, the agency will establish fixed furlough days or partial days (totaling the same number of hours) that are within the same general time frame as the above-listed furlough days.~~

~~If an agency cannot grant a particular fixed furlough day to one or more employees who would otherwise be subject to the fixed furlough days, the biweekly rate of pay for the pay period in which the furlough day occurs shall be reduced by one-tenth and the employee shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

NP-3 TENTATIVE AGREEMENT

~~MEMORANDUM OF UNDERSTANDING RE: JOB SECURITY~~

~~From July 1, 2017 through June 30, 2021, there shall be no loss of employment for NP-3 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 attached implementation agreement. An employee who is laid off under the rules of the implementation provisions 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 6/30/21.~~

~~d. 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.~~

~~e. 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.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

NP-3 TENTATIVE AGREEMENT

~~MEMORANDUM OF UNDERSTANDING~~
~~WITHDRAWN PROPOSALS~~

~~The parties agree that no negative inference can be drawn from the withdrawal of any proposals in these negotiations. Because of the State's current fiscal crisis and ensuing SEBAC discussions, it is understood and agreed that the bargaining process was abbreviated. Both the State and the Union believe that our proposals have merit and there was a likelihood of success on our respective positions had negotiations proceeded through the impasse process including interest arbitration.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2022

NP-3 TENTATIVE AGREEMENT

~~MEMORANDUM OF UNDERSTANDING~~
~~PROCEDURAL DEADLINES OR NOTICE REQUIREMENTS~~

~~The parties have agreed that the inclusion of procedural deadlines or notice requirements in various Articles of this agreement was not intended to provide a basis for challenging the substance of the agency's action or seeking to overturn or rescind the agency's action. It is intended that the appropriate remedy for a violation of a provision containing a procedural deadline or a notice requirement would be a "cease and desist" order. Some examples of these provisions include, but are not limited to, the time frame for issuing annual performance evaluations and the requirement to provide a copy of a discipline letter to the Union.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.10.2022 DATE: 02-10-2024

Appendix

The Connecticut State Colleges and Universities and Council 4 of the American Federation of State, County and Municipal Employees

LETTER OF AGREEMENT - *Educational Opportunities at CT State Universities*

In accordance with the Memorandum of Understanding first negotiated as part of 1994-1999 collective bargaining agreement between AFSCME Council 4 and the State of Connecticut, which remains incorporated and in full force and effect in the current collective bargaining agreement dated July 1, 2021, the Connecticut State Colleges and Universities (" CSCU") on behalf of its constituent CT State Universities and Council 4 of the American Federation of State, County, and Municipal Employees, AFL- CIO ("Union") hereby agree to the following:

1. A central value of the Connecticut State University System (CSUS) is the enhancement of educational opportunities and professional development for all persons, including employees of the CSCU, whenever practicable. In order to facilitate the educational advancement for employees, the CSCU has taken advantage of the opportunity to negotiate a tuition waiver benefit for certain members of the Administrative Clerical bargaining unit.
2. To be eligible for a waiver, a member of the Administrative Clerical bargaining unit must meet the following criteria:
   a. Be a permanent employee at a university within CSUS or in the System Office of CSCU;
   b. Hold a position that requires at least twenty (20) hours of work per week;
   c. Be actively employed and not on leave at the time of the course;
   d. Have an overall "Good" or better on the most recent service rating.
3. The waiver shall cover the cost of tuition exclusively. All attendant fee, including but not limited to application fee, program enrollment/registration fees, University General fee, State University fee, mandatory usage fees, lab fees, studio fees, student activity fee, and clinical program fees will NOT be waived. The waiver may be used exclusively on a space available basis, for up to two credit courses totaling a maximum of eight (8) credits per regular academic semester. Tuition waivers shall not be applied to summer session or inter-session course offerings and shall not apply to non-credit (credit-free) courses. Registration of a clerical staff member will not be considered when determining if a course shall be offered or canceled due to low enrollment.
4. Within the above parameters, a tuition waiver may be used for any on-ground, hybrid,

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or fully on-line credit course offered at any university within CSUS.

5. Space-available registration for eligible employees will be handled at the university where the course is to be taken in a manner similar to space-available registration for other employee groups with course privileges. The Union understands and agrees that, as these procedures may vary somewhat from university to university, each employee who desires to take advantage of the tuition waiver benefit is responsible to ascertain the space-available registration procedures that will apply at each university where the employee desires to take a course.
6. An employee who is eligible for more than one type of tuition waiver may use only one type of waiver benefit in a given semester. Moreover, an employee who benefits from a tuition waiver may not seek tuition reimbursement under the collective bargaining agreement for the same course(s) in the same semester.
7. A waiver may not be used for any course for which an employee has previously registered during the same semester as a paying student. A waiver may not be used for any course that the employee had previously registered for and withdrawn or failed.
8. In no case will an employee be allowed to take a course or courses that conflict with his/her regularly scheduled workday.
9. Decisions relating to the administration of this program are within the discretion of the CSCU or designees and shall not be subject to the grievance procedure.
10. This Agreement is effective July 1, 2021, and will sunset upon expiration of this Collective Bargaining Agreement (June 30, 2025.)
11. This agreement sets no precedent for future action. There is no obligation of either party to extend this agreement beyond the term noted in paragraph 10. Renewal and/or extension are subject to modification upon mutual agreement of the parties. Neither party will be obligated to provide a reason for not extending this agreement. The failure of one party to agree to extend such agreement is not arbitrable.

FOR THE STATE: Megan Kerr **FOR THE UNION:** Roberta Price

DATE: 02.23.2022 **DATE:** 02-23-2022

Appendix

The Connecticut State Colleges and Universities and Council 4 of the American Federation of State, County and **Municipal** Employees

LETTER OF AGREEMENT - *Educational Opportunities at CT Community Colleges*

In accordance with the Memorandum of Understanding first negotiated as part of 1994-1999 collective bargaining agreement between AFSCME Council 4 and the State of Connecticut, which remains incorporated and in full force and effect in the current collective bargaining agreement dated July 1, 2021, the Connecticut State Colleges and Universities ("CSCU") on behalf of its constituent CT Community Colleges and Council 4 of the American Federation of State, County, and Municipal Employees, AFL-CIO ("Union") hereby agree to the following:

1. A central value of the Connecticut Community Colleges is the enhancement of educational opportunities and professional development for all persons, including employees of the CSCU, whenever practicable. In order to facilitate the educational advancement for employees, the CSCU has taken advantage of the opportunity to negotiate a tuition waiver benefit for certain members of the Administrative Clerical bargaining unit.
2. To be eligible for a waiver, a member of the Administrative Clerical bargaining unit must meet the following criteria:
   a. Be a permanent employee at a college in the Connecticut Community College System or in the System Office of CSCU;
   b. Hold a position that requires at least twenty (20) hours of work per week;
   c. Be actively employed and not on leave at the time of the course;
   d. Have an overall "Good" or better on the most recent service rating.
3. The waiver shall cover the cost of tuition and certain fess (application fees, program enrollment fees, college service fees and student activity fees) for up to two credit courses totaling a maximum of eight (8) credits per regular academic semester (Fall and Spring). The waiver will also apply to fees charged in lieu of tuition for extension credit courses offered during the Fall and Spring semesters. Mandatory usage fees (lab fees, studio fees, clinical program fees) will not be waived. Tuition waivers shall not be available for summer session or inter-session course offerings and shall not apply to

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non-cred it (credit-free) courses. The waiver may be used on a space available basis only.

4. Within the above parameters, a tuition waiver may be used for any on-ground, hybrid, or fully on-line credit course offered at any community college in the System.
5. Space-available registration for eligible employees will be handled at the college where the course is to be taken in a manner similar to space-available registrations for Connecticut residents who are age 62 or older. The Union understands and agrees that, as these procedures may vary somewhat from college to college, each employee who desires to take advantage of the tuition waiver benefit is responsible to ascertain the space-available registration procedures that will apply at each college where the employee desires to take a course.
6. An employee who is eligible for more than one type of tuition waiver may use only one type of waiver benefit in a given semester. Moreover, an employee who benefits from a tuition waiver may not seek tuition reimbursement under the collective bargaining agreement for the same course(s) in the same semester.
7. A waiver may not be used for any course for which an employee has previously registered during the same semester as a paying student.
8. Where an employee desires to take a course or courses that conflict with his/her regularly scheduled work hours, he/she shall request a schedule adjustment in accordance with Article 17, Section Five of the collective bargaining agreement. Schedule adjustments are subject to approval of the appointing authority or his/her designee. When a course or courses are taken during an employee's regularly scheduled work hours, the time must be made up or charged to accrued vacation leave.
9. Decisions relating to the administration of this program are within the discretion of the appointing authority or his/her designee and shall not be subject to the grievance procedure.
10. This Agreement is effective July 1, 2021, and will sunset upon expiration of this Collective Bargaining Agreement (June 30, 2025.)
11. This agreement sets no precedent for future action. There is no obligation of either party to extend this agreement beyond the term noted in paragraph 10. Renewal and/or extension are subject to modification upon mutual agreement of the parties. Neither party will be obligated to provide a reason for not extending this agreement. The failure of one party to agree to extend such agreement is not arbitrable.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.23.2022 DATE: 02-23-2022

Appendix

MEMORANDUM OF AGEEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT STORRS (not including UCONN Health) AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

In Accordance with the memorandum of agreement negotiated as part of the 1994-1999 collective bargaining agreement, the parties agree to extend the employee tuition waiver program to be effective July 1, 2019 to June 30, 2022 with restrictions and opportunities as noted below:

1. The University will waive tuition fees, equivalent to tuition for undergraduate courses, taken by permanent bargaining unit members with good or better evaluations on file who are currently and actively employed at the University of Connecticut, including the regional campuses. The waiver will be prorated for part-timers that work 50% time or more, and is not available to those employees who work less than 50% time. This waiver will be available only on a space available basis and specifically excludes courses offered during intersession or summer school, laboratory classes, as well as all graduate courses. There is no waiver for any fees or charges (i.e. general university fee, infrastructure fee, etc.) beyond that identified as tuition or its equivalent.
2. Employees may only enroll on the first day of class for tuition-based courses and on the second day of class for those courses that charge a fee in lieu of tuition. Pre-registration will preclude the availability of the waiver. An employee is limited to a tuition waiver for a maximum of two classes per semester.
3. For the waiver to apply, the employee must either be a matriculated student or the course must be job-related in the judgement of the Department of Human Resources.
4. The employee must receive approval from the designated supervisor outside of the bargaining unit if the course is given during the normal workday, and a temporary schedule adjustment shall be arranged and documented. The guiding principal in approving or disapproving a request to take a class during the workday is that there is to be neither productivity impact, nor increased cost, nor reduction in customer service.
5. While there is no ability to grieve denial of a waiver or a schedule change, Labor and Management will meet at the request of either party to evaluate utilization and discuss such problems as they may arise.
6. This program will terminate on June 30, 2025. It may be extended or modified after this period by direct negotiation of the parties to the agreement.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.23.2022 DATE: 02-23-2022

ARTICLE 43 – CONNECTICUT STATE POLICE DISPATCHERS

Section Two. Supervisory Guidelines for Approval of Dispatcher Swap Requests.

1. NP-3 Dispatchers shall be allowed to swap scheduled shifts with other NP-3 Dispatchers at the same worksite.
2. Swaps will not be approved for any employee in a working test period.
3. The SWAP Request Form shall be utilized by staff requesting to swap. The Department may revise the Swap Request Form. Staff requests for swaps must be submitted to the designated facility Master Sergeant/Sergeant at least forty-eight (48) hours prior to the first shift of requested swap.
4. Swaps shall be limited to **four (4)** ~~two (2)~~ 9.25/9.0 hour swaps in the same pay period. The Master Sergeant/Sergeant shall review and either approve or deny the swap request.
5. All hours worked within the associated swap will be paid at straight time.
6. The swap form must indicate an agreed upon payback date that is within the same pay period as the initial swap. The payback date must be on a day on which the other employee is scheduled to be on duty. Open-ended swaps and three (3) way swaps shall not be allowed.
7. If the performance of a swap results in an employee working two consecutive shifts, the hours of the later shift will be extended by the amount of the shift overlap period and the employee will work those additional hours or use his/her accrued leave because swapping cannot result in the agency compensating two employees while only one is working.
8. Employees actually working for another employee while on a swap shall retain his or her own seniority in the event of involuntary overtime (holdover) being necessary.
9. No employee shall work more than 18.5 consecutive hours including swaps, except in an emergency situation.
10. A staff member working a swap shall be eligible for overtime (unless they have worked 18.5 or more hours in the past 24 hours).
11. It is strictly prohibited for any Department of Emergency Services and Public Protection employee to reimburse or compensate another employee monetarily for an agreement to swap days. Any evidence of violation of this prohibition shall be forwarded to the Unit Head for purposes of initiating an investigation. Violation of this prohibited act will result in immediate permanent removal from swapping privileges and possible disciplinary action.
12. Swapping is a privilege extended to employees. The Department of Emergency Services and Public Protection maintains the right to deny swap requests and privileges on a case by case basis. The Agency may alter or adjust guidelines concerning swapping privileges consistent with Article 6. The Agency will not discontinue the Swap Policy without discussion with the Union during a Labor/Management meeting.

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13. Violations of swap procedures will result in the offender involved having the swap privileges suspended as follows:

    1st Offense - 30 days suspension of swap privileges

    2nd offense - 60 days suspension of swap privileges

    3rd Offense - 100 days suspension of swap privileges

Violation of #11 outlined above results in a permanent suspension of swap privileges. Any violation of the sick leave policy will result in the suspension of swap privileges. Failure to complete a swap without good cause shall result in a permanent suspension of swap privileges, subject to review only up to the level of the Labor Relations Unit of the Department of Emergency Services and Public Protection. Violations may also result in disciplinary action up to and including suspension or dismissal.

14. Copies of approved/denied SWAP Request Slips shall be distributed as follows:

    Original to first employee

    Copy to second employee

    Copy to M/Sgt/Sgt

15. Each dispatch location shall maintain a log of all approved and denied swap requests.

Section Five. Vacancies and Transfers for State Police Lead Dispatchers and State Police Dispatchers.

In lieu of establishing and maintaining a transfer list for permanent dispatchers, vacancies will be handled in accordance with the current practice of allowing permanent dispatchers at the work location of the vacancy to bid by seniority for the vacant shift. Any resulting vacant shift shall be posted via teletype for not less than one week and any permanent dispatcher at any CSP work location may bid by seniority. Any resulting vacancies shall be handled in this manner (intra-location bidding for shift followed by inter-location posting for resulting vacancy) until such time as either no eligible dispatchers bid for a vacancy or the vacancy has been posted for inter-agency bidding a maximum of three (3) times, after which DESPP may post the position to the general public. Based on operational needs of the agency, inter-location transfer might not be effectuated until such time as the final vacancy is filled with a new hire and the new hire has completed training and been assigned to a work location.

Other opportunities for transfer will be posted via teletype and will be filled by seniority.

For the purpose of the above (filling vacancies and other transfer opportunities), in addition to seniority, the following will also be taken into consideration: any imposed or pending discipline within the prior twenty-four (24) months, the last two (2) annual service ratings and attendance records for the prior twenty (24) months. An employee must hold permanent status in his/her classification for at least one (1) year and not be in a working test period or trainee classification, in order to apply for either a vacancy or transfer opportunity.

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rap 02-23-2022

NP-3 TENTATIVE AGREEMENT

For the purpose of this section (Article 43, Section 5) only, seniority shall be defined as an employee's length of continuous service within the agency (DESPP). An employee's seniority shall not accrue during any period of unpaid leave. In the case of a tie in seniority, DESPP shall notify the Union, and within twenty-four (24) hours of said notification (unless the parties mutually agree to an extension), a Union representative and said employee shall meet with DESPP Labor Relations in order to draw name(s) out of a hat. If an employee requests to be present, they shall not delay the process and if they can't attend, the employee will let the Union Representative proceed without them. This is not subject to the grievance and arbitration procedure.

The Union and the agency recognize there are situations when a change in work surroundings of a particular dispatcher is in the best interest of all parties. Where such situations are present, the agency or Union shall apprise the other. With the agreement of the Council 4 Representative and the Agency Labor Relations official, the transfer will be permitted.

Section Six

Effective upon legislative approval, State Police Dispatchers shall receive the Unpleasant Duty Stipend per Article 26, Section Ten.

Section Seven.

Effective upon legislative approval, State Police Dispatchers who work an extended workday (9.0 or 9.25 hours) shall be entitled to accrue and use vacation leave, sick leave and sick family leave on the basis of their workday. The same as it is for personal leave.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.23.2022 DATE: 02-23-2022

NP-3 TENTATIVE AGREEMENT

STIPULATED AGREEMENT

Between the

STATE OF CONNECTICUT

And the

AMERICAN FEDERATION of STATE, COUNTY and MUNICIPAL EMPLOYEES,

AFL-CIO, COUNCIL 4,

ADMINISTRATIVE CLERICAL BARGAINING UNIT (NP-3)

The State of Connecticut agrees to study the following classes during the term of this agreement:

- Correctional Identification Specialist 1
- Correctional Identification Specialist 2
- Medical Records Specialist 1
- Medical Records Specialist 2
- Motor Vehicle Examiner
- Motor Vehicle Examiner Specialist

The State of Connecticut agrees to study how NP-3 classes are utilized within the Department of Correction (DOC), Health Services and add or revise Guidelines for Job Class Use, to ensure consistent application throughout DOC's Health Services delivery system. This study shall commence within three (3) months of Legislative approval of the collective bargaining agreement.

The Department of Administrative Services (DAS) shall make good faith efforts during the term of this Agreement to review these classes.

The Union shall not seek to have any other classes reviewed unless there has been a substantial change in the duties of existing classes, or the state develops new job classes.

FOR THE STATE: _____ FOR THE UNION: Roberta Price

DATE: 02.23.2022 DATE: 02-23-2022

REVISED

SUPERSEDENCE APPENDIX

NP-3

(EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025)

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 7	C.G.S. 5-260, C.G.S. 5-280
Union Rights	Article 8	C.G.S. 5-238 Reg 5-238-1 through 5-238-5
Tuition and Conference Funds	Article 11A and Appendix	C.G.S. 4-87, C.G.S. 4-89 C.G.S. 5-200(k) C.G.S. 5-200(m)
Working Test Period	Article 12	C.G.S. 5-230 Reg. 5-230-1
Grievance Procedure	Article 15	C.G.S. 5-201, 5-202, 5-271(e)
Reclassification Grievance	Article 15 A	C.G.S. 5-200b
Hours of Work, Work Schedules and Overtime Telework	Article 17	C.G.S. 5-238, C.G.S. 5-245 Regulation 5-238–1(a), 5-238-2 (a)(b)(c), 5-238-3, 5-238-4, 5-238-5 C.G.S. 5-248i
Temporary Service in a Higher Class	Article 18	C.G.S. 5-209
Compensation General Wage Increases	Article 26	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Increments	Article 26	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Lump Sum	Article 26	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Special Lump Sum	Article 26	C.G.S. 5-200(k) C.G.S. 5-200(m)
Longevity payments	Article 26	C.G.S 5-213 Regulation 5-213-1
Night Shift, Weekend, EMT, Working Condition, On-Call/Standby Differential	Article 26	C.G.S. 5-200(k) C.G.S. 5-200(m)
Vacation and Personal Leave	Article 30	C.G.S. 5-250 Regulation 5-250-1 through 5-250-7
Sick Leave	Article 31	C.G.S. 5-247 Regulation 5-247-4
Miscellaneous	Article 38	C.G.S. 5-250 Regulation 5-250-1 through 5-250-7

Swaps	Article 43	C.G.S. 5-238, C.G.S. 5-245, & C.G.S. 5-246, Reg. 5-238–1(a) Reg. 5-238-2 (a), (b), (c) Reg. 5-238-3, Reg. 5-238-4, Reg. 5-238-5
Unpleasant Duty Stipend		C.G.S. 5-200(k) C.G.S. 5-200(m)
Vacation, Sick and family sick accruals		C.G.S. 5-250 Regulation 5-250-1 through 5-250-7
All funds, Stipends, fees, differentials and other economic items not otherwise TA'd shall remain at the rate in effect on June 30, 2021 for the life of the collective bargaining agreement.	Entire Agreement	C.G.S. 5-200(k) C.G.S. 5-200(m)

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: NP-3 AFSCME, AFL-CIO Administrative Clerical
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	2,749
	General Fund	1,563

Total Annual Wages (26 pay periods) All Funds: $159,339,110

		Annualized Basis (26 Pay Periods for All Years)			
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$57,965				
1st Year Contract: 2021-2022	$60,691	2.50%	1.75%	0.45%	4.70%
2nd Year Contract: 2022-2023	$63,165	2.50%	1.57%	0.01%	4.08%
3rd Year Contract: 2023-2024	$65,643	2.50%	1.42%	0.00%	3.92%
4th Year Contract: 2024-2025	$65,643	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$159,339,110	$12,582,122	$15,741,437	$19,817,075	$21,047,055	$21,047,055
Fringe Benefits Value of Current Items		$1,874,736	$2,345,474	$2,952,744	$3,136,011	$3,136,011
TOTAL WAGES AND BENEFITS		$14,456,858	$18,086,912	$22,769,819	$24,183,066	$24,183,066

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$3,983,478	$3,983,478	$3,983,478	$3,983,478	$3,983,478
(2) Annual Increment - On Time		$1,395,802	$2,791,605	$2,791,605	$2,791,605	$2,791,605
(3) $2,500 One-time payment		$6,872,250	$0	$0	$0	$0
(4) Increase Lump Sum at Max by $250		$270,250	$270,250	$270,250	$270,250	$270,250
(5) Increase Tuition Funds		$25,000	$25,000	$25,000	$25,000	$25,000
(6) Increase Shift Differentials		$35,342	$424,106	$424,106	$424,106	$424,106
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$12,582,122	$7,494,438	$7,494,438	$7,494,438	$7,494,438
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$4,152,855	$4,152,855	$4,152,855	$4,152,855
(2) Annual Increment - On Time			$1,302,745	$2,605,489	$2,605,489	$2,605,489
(3) $1,000 One-time payment - 7/1/2022			$2,748,900	$0	$0	$0
(4) Conference and Special Programs Funds			$42,500	$12,500	$12,500	$12,500
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$8,246,999	$6,770,844	$6,770,844	$6,770,844
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$4,321,813	$4,321,813	$4,321,813
(2) Annual Increment - On Time				$1,229,980	$2,459,960	$2,459,960
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$5,551,793	$6,781,773	$6,781,773
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$12,582,122	$15,741,437	$19,817,075	$21,047,055	$21,047,055
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$780,092	$975,969	$1,228,659	$1,304,917	$1,304,917
Medicare 1.45%	1.45%	$182,441	$228,251	$287,348	$305,182	$305,182
Unemployment 0.15%	0.15%	$18,873	$23,612	$29,726	$31,571	$31,571
SERS Normal Cost 4.1%	4.10%	$515,867	$645,399	$812,500	$862,929	$862,929
OPEB Contribution 3%	3.00%	$377,464	$472,243	$594,512	$631,412	$631,412
TOTAL FRINGE IMPACT	14.9%	$1,874,736	$2,345,474	$2,952,744	$3,136,011	$3,136,011
TOTAL COST OF CONTRACT - ALL FUNDS		$14,456,858	$18,086,912	$22,769,819	$24,183,066	$24,183,066

Memorialization of SEBAC Wage Agreement for the NP-4 Contract

CORRECTIONS
[NP-4] BARGAINING UNIT CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

COUNCIL 4 of the
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

EFFECTIVE: JULY 1, ~~2016~~ 2021 EXPIRING: JUNE 30, ~~2021~~ 2025

ARTICLE 17
COMPENSATION

Section 1. Salaries.

A. **General Increases.** Employees shall receive pay increases as follows:

1) ~~There shall be no General Wage Increase (GWI) paid to any NP-4 employee for the 2016-2017 contract year.~~

1) Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.

Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

2) ~~There shall be no General Wage Increase (GWI) paid to any NP-4 employee for the 2017-2018 contract~~ year.
Effective July 1, 2022, the base annual salary for all NP-4 bargaining unit employees shall be increased by two and one- half percent (2.5%).

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a $1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees.

3) ~~There shall be no General Wage Increase (GWI) paid to any NP-4 employee for the 2018-2019 contract year.~~

~~Effective July 1, 2018, NP-4 Bargaining Unit employees shall receive a one-time, two-thousand-dollar ($2,000.00) payment. This one-time payment shall be prorated for part-time unit employees. Said payment shall be pensionable.~~

Effective July 1, 2023, the base annual salary for all NP-4 bargaining unit employees shall be increased by two and one- half percent (2.5%).

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 17 (Compensation), Section 1A, (General Increases) and Section 2, (Annual Increments) only. During any "opener" contemplated under this provision, only sections one A and two of Article 17

(Compensation), shall be open and all other provisions shall remain in full force and effect.

~~4) Effective July 1, 2019, the base annual salary for all NP-1 bargaining unit employees shall be increased by three and one half percent (3.5%.)~~

~~5) Effective July 1, 2020, the base annual salary for all NP-1 bargaining unit employees shall be increased by three and one half percent (3.5%.)~~

B. **Trainee Rate.** The hiring rate for Correction Officer Trainees, (Cadets) shall be ten (10%) percent below Step 1 of the salary grade for Correction Officer. In the first full pay period following completion of the tenth week of the initial probationary period such Trainee's salary will be adjusted to Step 1 of the salary grade for Correction Officer.

Section 2. Annual Increments

1) ~~There will be no lump sum payment or annual increment for contract year 2016-2017.~~

Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be paid for those who are an active employees and in the bargaining unit and in accordance with the existing practice except as specifically varied by the contract, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.

Retroactive to July 1, 2021 and upon legislative approval, employees at the top step of the pay scale shall be eligible for a $900 lump sum payment. The payment shall be made as of the date the increment would have applied, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit, for employees who left in good standing with ten (10) years or more of state service and who retired after July 1, 2021.

2) ~~There will be no lump sum payment or annual increment for contract year 2017-2018.~~

Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2022-2023, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a $900 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.

3) ~~There will be no lump sum payment or annual increment for contract year 2018-2019.~~

Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2023-2024, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a $900 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.

4) ~~Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2019-2020, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a $750 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.~~

5) ~~Employees will continue to be eligible for and receive annual increments and lump sum~~

~~payments in accordance with the existing practice for contract year 2020-2021, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a $750 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.~~

Section 3. Provisional Appointment. Upon promotional appointment on a provisional basis, an employee shall receive a minimum increase in salary of one (1) Annual Increment in the salary group to which promoted, as if appointed from an employment list.

Section 4. Longevity. The longevity schedule based on the pay plan effective on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is appended (Appendix B) except that the April, 2018 payment shall be paid in July, 2018.

Section 5. Mileage Reimbursement. Mileage reimbursement shall be at the rate established by the U.S. General Services Administration. The State Employer shall readjust such rate within thirty (30) days of any change by the U.S. General Services Administration.

Section 6. Night Shift Differential. All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 p.m. and before 6:00 a.m. shall receive a night shift differential of ~~ninety (90) cents~~ one dollar ($1.00) per hour. Shift differential will only be paid when an employee is actually working.

~~A. Effective July 1, 2019, the night shift differential shall be increased to one dollar ($1.00) per hour. Shift differential will only be paid when an employee is actually working.~~

Section 7. Weekend Differential. For the purposes of this Section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

A. **Minimum.** The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in Section 7 above.

B. **Rate.** The rate shall be ~~sixty-five (.65)~~ seventy-five (.75) cents an hour.

~~1) Effective July 1, 2019, the weekend shift differential shall be increased to seventy-five (.75) cents per hour.~~

C. **Differential Paid When Employee Is Working.** The weekend differential will only be paid when an employee is actually working.

Section 8. Overpayments. When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons thereof. 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 employee agree to some other arrangements. In the event the employee contests whether he/she was actually overpaid the employer shall not institute refund procedures until completion of the grievance/arbitration appeal process.

Section 9. Facility Meal Reimbursement. Employees at all existing correctional facilities shall ~~continue to~~ receive reimbursement as detailed herein.

~~Effective July 1, 2017, newly hired employees will not receive meal reimbursement for the life of the Collective Bargaining Agreement.~~

A. **New Facilities.** As new correctional facilities open during the term of this agreement, the employees at such facilities shall also receive meal reimbursement as is in effect at current facilities.

B. **Rate.** The meal reimbursement rate shall be $9.00 for each shift actually worked, including mandated shifts.

C. **Eligibility.** The minimum time for eligibility for such reimbursement shall be equal to one-half (½) of the shift, for all shifts worked.

D. Inmate Workers Excluded. All inmate workers will be removed from the staff dining area during meal periods.

E. Secured Equipment Provided. Secured refrigeration equipment will be provided in each facility. Vending machines will also be installed in each facility. Prices charged for items in the vending machines will be kept at cost.

F. Reimbursement For Employees Who Transport Inmates. Employees who are transporting inmates or parolees outside of the institution shall receive the same reimbursement as if they were working inside the institution.

Section 10. Working Conditions Stipend. In consideration of the fact that the Objective Job Evaluation study by Willis Associates did not properly take into consideration the severe dangers associated with the NP-4 bargaining unit jobs, all members covered by this Agreement shall receive a stipend for working conditions of ~~$800.00~~ **nine hundred fifty dollars ($950.00)**, payable in the first paycheck dated in December of each contract year. ~~Effective July 1, 2019, all members covered by this Agreement shall receive a stipend for Working Conditions of nine hundred fifty dollars ($950.00) yearly, payable in the first paycheck dated in December of each contract year.~~

Section 11. License Fees. The Employer shall reimburse employees in all classifications for the cost(s) of licenses and/or certificates required by the Employer as a condition of employment except that the cost of a Class 2 driver's license (non-CDL) shall not be reimbursed. Requests for reimbursement shall be processed upon presentation of a validated license and proof of costs and payment.

Section 12. Maintenance On-call/Standby. Effective thirty (30) days following legislative approval, management may establish a procedure to designate qualified employees in Correctional Maintenance positions by job classification and function as on-call/standby status. Management will solicit volunteers and provide any necessary training for the performance of on-call duties, which will be rotated among the volunteers. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of $1.00 per hour for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed $100.00 per work week. Employees so designated shall be issued cell phones or similar equipment.

A. An employee who is required to take or respond to a call while on such status shall receive one-hour's compensation at the applicable rate.

B. An employee who is required to report for duty shall be compensated in accordance with the Overtime Article (Article 15).

For the State

3/3/22
Date

For Council 4

For Local 387

For Local 391

For Local 1565

03.03.2022
Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
LOCALS 1565, 391 and 387 OF COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit (Union) have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

Article 6
Union Security

Section 1. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section 2. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section 3. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current process shall be provided to the Agency by the Union; however should this process change, the union shall provide the State with the updated written version of the process within ten (10) business days.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State

is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section 4. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee at Council 4 after the payroll period in which such deductions are made.

No payroll deduction of dues shall be made from workers' 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 6. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section 7. Quarterly Reports. The State shall furnish AFSCME Council 4, on a quarterly basis reports containing the following information sorted by facility:

a) New hires into Bargaining Unit, their classification, employee number, and address.
b) Re-employed workers into the Bargaining Unit, their classification, employee number, address, and date of hire.
c) Employees separated from the Bargaining Unit and date of separation.
d) General changes for Bargaining Unit employees.
e) A list of Bargaining Unit employees who did not pay dues in the preceding month.

Section 8. Correction of Errors. Should the Union believe that the Union dues of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-

deducted by $1.00 for six (6) pay periods shall have $1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods)

Section 9. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to AFSCME Council 4 and shall include the new bargaining unit member's work location.

Section 10. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.

ARTICLE 7

Section 1. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. **The Union shall communicate in writing the reason for requesting the material needed.** The Union will not be charged for infrequent and/or reasonable copying expenses, however, the Union shall reimburse the State for the expense and time spent photo copying such information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

ARTICLE 11

Proposal: Layoff (Article 11, Section 1)

Section 1. Layoff by Seniority. In the event of a reduction of the workforce, employees shall be laid off by seniority with the least senior employee being laid off first. Layoff shall be by class and sub-title. In any class affected by a layoff, non-permanent employees in the affected class who are excluded from the bargaining unit in Article 1, Recognition, shall be laid off prior to any bargaining unit employee. When the Employer decides to reduce the work force in a facility, Section 2, "Bumping," of this article shall be invoked. When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible, but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

Employees who are noticed of layoff under this section may continue working their normal assignment, at the discretion of management, and as such they will receive all the benefits of the CBA during said notice period. If management determines that an Employee notified of layoff will not continue working their normal assignment, the affected Employee(s) will continue to receive weekend differentials and shift differentials, as applicable, for said notice period.

ARTICLE 17

Proposal: Lump Sum (Article 17, Section 2)

Section 2. Annual Increments: * *In addition to the previously negotiated Coalition Steps to be added to the CBA language*

The Parties agree to increase the top step lump sum to $900, effective and retroactive to 07.01.2021.

Proposal: Meal Rate (Article 17, Section 9)

Section 9. Facility Meal Reimbursement. Employees at all existing correctional facilities shall ~~continue to~~ receive reimbursement as detailed herein.

~~Effective July 1, 2017, newly hired employees will not receive meal reimbursement for the life of the Collective Bargaining Agreement.~~

No other changes to the Article/Section

For the State

2/25/22
Date

For Council 4

For Local 387

For Local 391

For Local 1565

02.25.2022
Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
LOCALS 1565, 391 and 387 OF COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit (Union) have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

ARTICLE 8 Section 6

~~Section 6. Union Access to Training Classes.~~ The Employer shall provide the Union with one (1) hour per training class to address same on matters concerning the Union. **The parties shall endeavor to schedule the one (1) hour on a mutually agreed upon date and time; but absent any such agreement** the one (1) hour shall take place at the start of the shift on the fourth (4th) Wednesday of each class. The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article/Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

Ernest Lowe
For the State

2/2/22
Date

For Council 4

For Local 387

For Local 391

For Local 1565

12.07.2021
Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit Locals 1565, 391, and 387 (Union) hereby agree have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

ARTICLE 12 (Sec. 6 Step III.)

Section 6. Grievance Procedure: Steps

Step III. Undersecretary for Labor Relations or Designee. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within seven (7) days of the date that the Step II response is due. Said Undersecretary or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within fifteen (15) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

Electronic/virtual Transmission of Grievance Appeals to Step III, Corresponding Grievance Answers, and Appeals to Arbitration. The parties agree to the following concerning grievance appeals and submissions to the Office of Labor Relations and to Arbitration:

The Union will transmit grievance forms, in PDF format, to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email. This is in lieu of the current practice of certified letter, postage pre-paid grievance submissions to the Office of Labor Relations.

The Office of Labor Relations shall send Step III conference notices and Step III answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union agrees to acknowledge receipt of such transmissions by responsive email. This is in lieu of the current practice of facsimile transmission of conference scheduling notices and USPS transmission of Step III answers.

The Union shall submit grievances that fall under Article 12, Section 9, to arbitration to the same dedicated email address in PDF format. Said transmissions shall be directed to the OLR staff person assigned the responsibility of scheduling arbitrations. The Office of Labor Relations shall acknowledge receipt of said arbitration appeals by responsive email. This is in lieu of the current

practice as prescribed by contract of submission via certified mail, postage prepaid to the Undersecretary of Labor Relations.

Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations, shall not be negatively impacted by this Agreement. The dedicated email addresses shall be communicated to each party and by reference shall be considered incorporated herein. The date the recipient of any electronic transmissions receives the transmission shall determine whether said submission was timely as required by the Contract. Nothing in this agreement shall be construed as modifying the contractual requirements regarding grievance submissions at Step I and II.

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article/Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

For the State

7/13/21
Date

For Council 4

For Local 387

For Local 391

For Local 1565

08.17.2021
Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit Locals 1565, 391, and 387 (Union) hereby agree have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

ARTICLE 12 (Sec. 9)

Section 9. Arbitration.

A. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding suspensions of eleven (11) days or more, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

1) **Submission.** Submission shall be by **electronic/virtual transmission as provided in Section 6.**
2) **Selection of Panel.** The parties shall establish a panel of seven (7) arbitrators selected by mutual agreement.
3) **Costs.** The parties shall share equally in the expenses of the arbitrator.
4) **Assignment of Cases.** Cases shall be assigned on a rotating basis (alphabetically) to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
5) **Removal of Arbitrator.** Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of seven (7) arbitrators for the succeeding contract year.
6) **Arbitrability.** A party rising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
7) **Pending Cases.** The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.
8) **Expedited Cases.** Up to ten (10) cases per contract year by the Union and up to seven (7)

cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.

9) **Postponements.** In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article/Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

For the State

7/13/24
Date

For Council 4

For Local 387

For Local 391

For Local 1565

08-17-2024
Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
LOCALS 1565, 391 and 387 OF COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit (Union) have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

ARTICLE 21 (Sec. 4)

Section 4. Work on Holidays Other than Thanksgiving, Christmas. Each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day's pay at straight time in addition to his/her regular week's pay. On or about May 1st, prior to the beginning of each fiscal year, the Employer will provide a list on which an employee shall elect cash or time off for all such holidays. If an employee fails to make an election by June 1, she/he will receive cash for all such holidays. **Once an employee makes his/her election, it shall remain in effect each year annually thereafter, unless the employee specifically changes the election by submitting a completed Holiday Option Election Change Form to the DOC Payroll Unit on or before June 1, for the fiscal year that begins on July 1.**

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article/Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

For the State

10/20/21
Date

For Council 4

For Local 387

For Local 391

For Local 1565

Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
LOCALS 1565, 391 and 387 OF COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit (Union) have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

ARTICLE 25 Section 3

Section 3. Annual Vacation Selection. Vacation sign-up books shall be provided at each facility for each shift prior to January 1 of each year. Selection of all vacation leave shall be done via seniority for the subsequent calendar year. NP-4 Members shall be allowed to select their vacation time off on an individual day basis up to the amount of their annual vacation accrual as defined in Article 25, Section 1. **The annual vacation selection shall be completed, according to the established and agreed upon facility procedure by December first (1st) prior to the applicable vacation year.**

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article/Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

Ernest Lowe
For the State

2/2/22
Date

For Council 4

For Local 387

For Local 391

For Local 1565

12.27.2021
Date

THE STATE OF CONNECTICUT
Department of Correction
And
AFSCME, AFL-CIO
LOCALS 1565, 391 and 387 OF COUNCIL #4

The State of Connecticut Department of Correction (DOC) and the NP-4 Bargaining Unit (Union) have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA):

Article 9
Working Test Period

Section 1. Working Test Period Defined. The six (6) month Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during the Working Test Period shall be tantamount to a failure of the competitive exam. A working test period may, with the approval of the Commissioner of Administrative Services **or his/her designee**, be extended on an individual basis ~~for a definite period not to exceed three (3) months~~ **subject to the terms of the Department of Administrative Services General Letter #31 Working Test Period Extensions.**

Article 12
Grievance Procedure

Section 10. Arbitration Rules.

3) **Grievance Subjects.** 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 working test period;
b) reduction in force decision, except for order of layoff;
c) classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;
d) compliance with health and safety standards and COSHA;
e) appeal of rejection from admission to an examination;
f) any grievance processed in accordance with the procedures in effect at the time the grievance arose;
g) **disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact;**

ARTICLE 14
HOURS OF WORK AND WORK SCHEDULES

Proposal: Swaps (Article 14, Section 7)

Section 7. SWAPS

A.-E. *No Change*

F. Employees shall be allowed up to a maximum of **one-hundred twenty (120)** ~~seventy-four (74)~~ swaps per calendar year, but no more than twelve (12) in any calendar month.

~~Effective July 1, 2018, employees shall be allowed up to a maximum of ninety-six (96) swaps per calendar year, but no more than twelve (12) in any calendar month.~~

~~Effective July 1, 2019, employees shall be allowed up to a maximum of one hundred twenty (120) swaps per calendar year, but no more than twelve (12) in any calendar month.~~

Proposals: OT Restriction (Article 15, Section 11. New)

Section 11. Overtime Restriction. When an employee is off of work due to a full day of sick, FMLA-self, or worker's compensation usage the employee shall not be available for or offered overtime work during the twenty-four (24) hour period beginning with the start of the shift for which the employee was absent.

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

Section 1. Temporary Assignment to Higher Class. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or **his/her** designee, **consistent with the terms of the Department of Administrative Services General Letter #29 Temporary Service in a Higher Class.**

Proposals: Annual Vacation (Article 25, Section 4)

Section 4. A second shift employee **who has a full day of** vacation and/or time off scheduled, shall not be required to work beyond the end of their normally scheduled shift the day before said scheduled vacation or time off.

Proposal: (Paid Leave Drills) (Article 28, Section 1)

Section 1. Paid leave for drills, emergencies. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, ~~in addition to up to seven (7) days of~~ **and any additional days of** military leave for **ordered** weekend drills **or training in lieu of weekend drills.** Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

ARTICLE 36
GENERAL PROVISIONS

Section 2. Printing of Agreement. The Union shall be responsible for printing contract booklets for its personnel and Members. ~~The parties will share equally the cost of printing the Agreement in booklet form by a U.S. Union printer. Purchase of services to accomplish such printing will be accomplished by the Union.~~ The **State shall publish an electronic** version of the Agreement ~~is located~~ on the State of Connecticut, Office of Policy and Management website **and shall also email said electronic version of the Agreement to all NP-4 Members who have an assigned State email address.**

**The parties agree to the preceding changes to the Articles/Sections but acknowledge that additional proposals regarding the Articles/Sections may remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

For the State

2/25/22
Date

For Council 4

For Local 387

For Local 391

For Local 1565

02-22-2022
Date

Tentative Agreement
APPENDIX E
Maintenance and Food Service Overtime Process
NP-4 Maintenance Overtime Hiring Procedures

The following procedures shall be utilized at all Department of Correction locations to insure consistency regarding the overtime process for maintenance staff.

1. All employees who wish to work voluntary overtime will sign a quarterly overtime list. All employees must print their first and last name legibly when signing. Only one (1) phone number shall be provided by the staff member when signing the quarterly list. Only employees who have signed the quarterly list may place their names in the sign-up book. When signing the sign-up book for a specific date, an employee who wishes to utilize a different phone number for that date must write down the phone number on the sign-up sheet and initial it. If this occurs, that alternate number will be called by the supervisor. A supervisor shall only be required to call one phone number.

2. Three instances of an unanswered phone on three (3) separate days shall count as one refusal. The supervisor shall attempt to speak directly to the staff member. If the staff member is not available, a message shall be left with the person answering the phone or on an answering machine, indicating that overtime is being offered and that in order to be given the overtime, the staff member must call the supervisor back prior to the supervisor completing the hiring of overtime. If the staff member calls back after the hiring of overtime is completed, the staff member will be charged with a no-contact. Three (3) no contacts equals one (1) refusal.

3. If an employee cannot be contacted for a particular shift they signed for, they shall be given a no contact. If the employee refuses overtime when offered for a shift signed for, it will be considered a refusal. A refusal of overtime shall be recorded as an eight (hour) shift.

4. Six (6) refusals within a quarter shall remove an employee from the overtime list for the balance of that quarter.

5. All staff will begin the quarter with zero (0) hours. A total number of hours per employee will be kept for the fiscal year by the employer and will be available for review by the Union each quarter.

6. Employees who transfer during a quarter shall be permitted, upon request, to have their names added to the quarterly overtime list and shall be credited with the highest number of hours attained by an employee on the list(by classification). Probationary employees shall be placed on the list, if requested, upon completion of probation under the same conditions as a transfer.

7. The overtime list shall be available for inspection.

~~8. For merged facilities, maintenance staff shall indicate if they have pre-merger status and wish to remain that way.~~

8. Due to the unique nature of the work within the Department of Correction maintenance areas, overtime distribution will include utilization of a "Green Book." This book will contain information about the type of tradesperson necessary to fulfill certain tasks. The Green Book will be used by supervisors to determine which classification (i.e. plumber, electrician, non-specific) will be offered the overtime assignment. Once the classification is established, overtime shall be offered to the staff member with the least to the most number of overtime hours among the designated group of employees.

9. When the daily sign-up sheet has been exhausted *(by individual classification in accordance with the Green Book)*, the quarterly overtime list shall be utilized **per type of emergency and via classification in accordance with the Green Book**, beginning with the employee with the least amount of hours. Once the quarterly list has been exhausted, volunteers shall be sought prior to involuntary overtime.

10. For maintenance staff, names may be added to the sign up book during the first hour of ~~the~~ **their regularly scheduled** shift ~~for which the overtime will be offered~~.

11. When an employee is off work for a full day due to sick, FMLA (employee only) or worker's compensation, the employee shall not be available for or offered work during the twenty-four (24) hour period beginning with the start of the shift for which the employee is absent. If a staff member has been approved a day off for vacation, PL, IL, SF, or funeral he/she may sign up to work overtime on any shift other than their own. If they have signed the overtime sheet for that day and the supervisor is unable to contact the staff member or the staff member refuses overtime, they will be charged a no contact or refusal (red eight), whichever is

applicable.

12. If overtime is needed due to a short notice of absence or an incident taking place which affects a supervisor's ability to place calls (one hour or less before the start of a shift), overtime may offered without the use of the sign-up book or quarterly list in accordance with Article 15C of the NP-4 contract. This event shall be documented by the supervisor.

13. If an overtime assignment extends beyond the employee's work day and additional work is authorized, the employee may either stay and complete the work or be relieved. If the employee chooses to be relieved, and the work is still necessary as assessed by managerial staff, another employee shall be contacted for overtime in accordance with contractual language and these procedures.

14. If a maintenance employee refuses a shift of overtime and he/she is subsequently mandated for the same shift, no refusal shall be recorded for that shift.

15. If a maintenance employee volunteers for a shift of overtime, he/she should not be given a refusal for turning down another assignment within the same twenty-four hour period.

16. It is understood by all parties that utilizing the sign-up book/green book system cannot ensure equalization among all employees at the end of the fiscal year, however, it is also understood that the employer will make every effort to equalize overtime among those employees signing the book.

**No other changes to the Appendix*

Eric Peterson
For the State

3/21/2022
Date

For Council 4

03.21.2022
Date

SUPERSEDENCE APPENDIX
NP-4
EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

PROVISION	CONTRACT REFERENCE	STATUTE/REGULATION AMENDED
Union Security	Article 6	C.G.S. 5-260, 5-280
Working Test Period	Article 9, Section 1	C.G.S. 5-230 Reg. 5-230-1
Grievance Procedure	Article 12, Section 9	C.G.S. 1-225, 5-271(e)
Overtime	Article 15, Section 11	C.G.S. 5-238 Reg. 5-238-1 & 5-238-2
Temporary Service in a Higher Class	Article 16, Section 1	C.G.S. 5-209
General Wage Increases	Article 17, Section 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Special Lump Sum Payments	Article 17, Section 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual Increments & Lump Sum	Article 17, Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Facility Meal Reimbursement	Article 17, Section 9	C.G.S. 5-200(k) C.G.S. 5-200(m)
Holidays	Article 21, Section 4	C.G.S. 5-254(a) Reg. 5-254-1
Vacation	Article 25, Section 3	C.G.S. 5-250(a) Reg. 5-250-4
Military Leave	Article 28, Section 1	C.G.S. 5-255

NOTE: The above does not include Supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: NP-4 Correctional Officers
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	4,207
	General Fund	4,080

Total Annual Wages (26 pay periods) All Funds: $244,159,566

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	AI's & Lump Sums	Other	Total
Prior to New Contract:	$58,032				
1st Year Contract: 2021-2022	$61,320	2.50%	2.47%	0.70%	5.67%
2nd Year Contract: 2022-2023	$64,249	2.50%	2.28%	0.00%	4.78%
3rd Year Contract: 2023-2024	$67,166	2.50%	2.04%	0.00%	4.54%
4th Year Contract: 2024-2025	$67,166	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$244,159,566	$21,336,225	$27,364,967	$35,527,653	$38,266,093	$38,266,093
Fringe Benefits Value of Current Items		$3,179,098	$4,077,380	$5,293,620	$5,701,648	$5,701,648
TOTAL WAGES AND BENEFITS		$24,515,323	$31,442,347	$40,821,273	$43,967,741	$43,967,741

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$6,103,989	$6,103,989	$6,103,989	$6,103,989	$6,103,989
(2) Annual Increment - On Time		$3,014,241	$6,028,481	$6,028,481	$6,028,481	$6,028,481
(3) $2,500 One-time payment		$10,518,275	$0	$0	$0	$0
(4) Increase Lump Sum at Max by $150		$115,800	$115,800	$115,800	$115,800	$115,800
(5) Meal reimb. for post-2017 emp.		$1,583,921	$1,583,921	$1,583,921	$1,583,921	$1,583,921
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$21,336,225	$13,832,191	$13,832,191	$13,832,191	$13,832,191
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$6,407,301	$6,407,301	$6,407,301	$6,407,301
(2) Annual Increment - On Time			$2,918,165	$5,836,330	$5,836,330	$5,836,330
(3) $1,000 One-time payment - 7/1/2022			$4,207,310	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$13,532,776	$12,243,631	$12,243,631	$12,243,631
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$6,713,392	$6,713,392	$6,713,392
(2) Annual Increment - On Time				$2,738,440	$5,476,879	$5,476,879
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$9,451,831	$12,190,271	$12,190,271
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$21,336,225	$27,364,967	$35,527,653	$38,266,093	$38,266,093
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$1,322,846	$1,696,628	$2,202,714	$2,372,498	$2,372,498
Medicare 1.45%	1.45%	$309,375	$396,792	$515,151	$554,858	$554,858
Unemployment 0.15%	0.15%	$32,004	$41,047	$53,291	$57,399	$57,399
SERS Normal Cost 4.1%	4.10%	$874,785	$1,121,964	$1,456,634	$1,568,910	$1,568,910
OPEB Contribution 3%	3.00%	$640,087	$820,949	$1,065,830	$1,147,983	$1,147,983
TOTAL FRINGE IMPACT	14.9%	$3,179,098	$4,077,380	$5,293,620	$5,701,648	$5,701,648
TOTAL COST OF CONTRACT - ALL FUNDS		$24,515,323	$31,442,347	$40,821,273	$43,967,741	$43,967,741

PROTECTIVE SERVICES
[NP-5]
BARGAINING UNIT
CONTRACT

- Between -

STATE of CONNECTICUT

- and -

CONNECTICUT POLICE & FIRE UNION
IUPA/IAFF, AFL-CIO

Effective: July 1, 2016~~16~~21 Expiring: June 30, 202~~1~~25

ARTICLE 2
PROTECTIVE SERVICES BILL OF RIGHTS

Section One. Each employee shall be expected to render a full and fair days work in an atmosphere of mutual respect and dignity, and free from significant abusive and/or arbitrary conduct.

Section Two. An employee's off-duty conduct, speech, beliefs and politics shall not in and of themselves, impact on his/her employment unless clearly job related.

Section Three. Whenever a Protective Services Bargaining Unit employee covered under this contract is under investigation or subjected to interrogation for any reason which could lead to suspension, demotion, dismissal, disciplinary action, or criminal charges, such investigation or interrogation shall be conducted as nearly as is practicable under the following conditions:

(1) The interrogation shall be conducted at a time when the employee is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required;

(2) The employee under investigation shall be informed of the name(s) and agency of the person in charge of the investigation, and of those conducting the interrogation, and the reasons for the investigation. When an administrative investigation is conducted by an agency, the employee under investigation and/or the Union shall

be given status updates every two months or until the investigation is concluded, and the employee shall be notified of the conclusion;

(3) Whenever the interrogation relates to the employee being placed under arrest, or is likely to be arrested or is a suspect or target of a criminal investigation, he/she shall be afforded all constitutional rights;

(4) An employee shall be entitled to union representation at each step of the grievance procedure and all predisciplinary hearings;

(5) Prior to any disciplinary hearing or predisciplinary hearing, involving noncriminal charges against an employee, a copy of all complaints and statements will be submitted to the accused. No record of complaint against any employee shall be kept in an employee's personnel file unless such record includes identification of the complainant;

(6) Interrogation sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are necessary;

(7) No employee shall be requested to sign a statement of an admission of guilt to be used in any disciplinary proceeding without having consulted with a Union representative or having signed a written waiver of rights to representation;

(8) In cases in which the facts, in a claim against the employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him. If the facts alleged would not constitute a crime, if the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him to do so, in which case, the employee shall be required to answer, but the answer will be treated as involuntary and may not be used in any criminal proceedings against him.

(9) An Agency will complete non-criminal investigations with reasonable promptness and shall notify the employee when the Agency determines that the investigation is closed. The Agency will provide the Union with updates every six (6) months as to projected

time frame for completion of any open non-criminal investigations.

FOR NP-5

3/6/2022

FOR THE STATE

3.9.2022

TENTATIVE AGREEMENT NP-5

ARTICLE 6
UNION SECURITY AND PAYROLL DEDUCTIONS

Replace the entirety of the current language in Article 6 with the following:

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State. Said deductions shall commence as soon as practicable. The parties anticipate "as soon as practicable" to mean not later than the second pay cycle of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding payroll contact, a list of all employees who have authorized dues deduction in a format dictated by the responsible payroll contact. In addition, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding payroll contact, in writing, of any revocations of said authorizations and the effective date of the same. Such revocations of collection of dues or other authorized, legitimate union deductions shall be effectuated by the State as soon as practicable, expected to be not later than the second pay cycle after notification by the Union has been provided to the corresponding payroll contact.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the State or its agents seeking information on matters regarding Union membership, that bargaining unit member will be directed to the Union's website at www.cpfu.org for instructions as to how to communicate directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. The State shall rely upon information provided by the Union regarding whether deductions for the Union were properly canceled or changed, and the Union shall indemnify the State for any claims made by the employee for deductions made in reliance upon such information. Deductions may be revoked only pursuant to the terms of an employee's written authorization.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as practicable, expected to be not later than two (2) weeks after the payroll period in which such deductions are made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues or other authorized, legitimate union deductions shall be made from workers' 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 cove the period in question (non-retroactive).

Section Eight. No other organizations shall be entitled to deduction of its dues or other authorized, legitimate union deductions from the payroll.

Section Nine. The State employer shall continue its practice of payroll deductions as authorized by employees for the purposes of authorized, legitimate union deductions other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

Section Ten. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Article.

Section Eleven. (a) The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

(b) The State will provide the Union with another deduction slot, if and when a slot can be provided on a bargaining unit basis.

Section Twelve: The Union will waive dues for employees who are on military leave for a qualifying operation as outlined in Comptroller's Memo 2013-24, and waives the deduction of dues and fees from the "part pay". When the part pay status ends and the employee begins receiving their full state pay (due to returning to work or using accrued leave), the payroll deduction of union dues must be as soon as practicable, expected to be not later than the second pay cycle following the employee's return to full pay status.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.9.2022 **DATE:** 3/9/2022

ARTICLE 7
UNION RIGHTS

Section One. Employer representatives shall deal exclusively with designated stewards or representatives in the processing of grievances or any other aspect of contract administration. Employees shall code their time spent conducting Union business consistent with the CORE Codes outlined in OLR General Notice 2010-09.

FOR NP-5

Date 10/15/2021

FOR THE STATE

10/15/2021 Date

TENTATIVE AGREEMENT – NP-5

Article 7
Union Rights

Section Five. ~~Bulletin Board.~~ ~~The State will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize 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.~~ Consistent with Public Act 21-25, the Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, or other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Material communicated by the Union to members must not be of a partisan political nature or inflammatory or derogatory to the State employer of any of its officials or managers. With the implementation of Public Act 21-25, the State will discontinue the practice of furnishing dedicated bulletin board space for Union use in each institution. Individual employees are permitted to use a State computer to visit the Union's website, and to use a State computer and email to interact with an authorized Union representative in matters involving representation and grievance processing.

Section Seven. (a) Union Business Leave. The Union shall be entitled to up to ~~900~~ one thousand one hundred fifty (1150) hours of paid leave per contract year for Union officials, delegates, stewards or other representatives to attend Union business-related meetings, conventions, training programs, meetings of national affiliates or other affiliates organizations, legislative or agency hearings. The Union shall notify the State Office of Labor Relations of the names, agencies, dates and number of hours when employees are to be released for such Union business, normally at least seventy-two (72) hours in advance. Such release time shall be granted; the Union agrees not to unduly deplete agency operations. If notice of release is received less than seventy two (72) hours in advance, the leave may be denied if the absence will unduly hinder minimum operating needs. Time off shall be deducted from the bank of hours. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract.

(b) No more than two (2) employees elected or appointed to a full-time office or position with the Union or a National Affiliate 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 ~~Director~~ Undersecretary 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 time of return from such leave. Upon return from leave, the employee shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement

credits. (c) The Union President shall be eligible for full time paid leave, including vacation, sick leave and health insurance. The State and the employee in the Union President position shall continue to be responsible for their respective portions of health and life insurance premiums. The Union shall reimburse the State for 100% of base pay, to be billed to the Union on a quarterly basis. The Union President's accruals shall not be charged during the period of presidential leave but may accumulate to the maximum allowable levels.

Section Eight. (a) Access to the Collective Bargaining Agreement. Both the employer and the Union agree that every bargaining unit member should be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, in addition to making a link available for employees to access the Agreement electronically, the parties will print copies of the Agreement in booklet form to be available primarily to employees who do not have electronic access.~~the Agreement and give one (1) copy to each bargaining unit employee.~~ The parties will share the cost of printing the Agreement in booklet form. The State employer will provide each new employee with a link to a copy of the collective bargaining agreement then in force and will furnish said employee with the name(s) of his/her steward(s). State Agencies will have a supply of contract booklets available to provide to new employees who are unable to access the Agreement electronically.

(b) New Employees.

(1) Notice to the Union. The State will provide notice to the Union of new members to the bargaining unit, by forwarding a simultaneous copy of the position appointment letter which initiates entry into the bargaining unit (via any relevant transaction, including hire, promotion, transfer, demotion, etc.). The hiring Agency shall transmit said position appointment letter to a union-designated email address.

(2) Orientation. Except by mutual agreement of the parties, all new members of the bargaining unit shall be eligible for paid release time of one (1) hour to attend a Union orientation, if they so desire. The Employer shall have the option to choose for the orientation to be combined with a new hire orientation conducted by the Employer; in such case, the Employer will provide the Union with ten (10) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. One (1) Union designated representative shall be released from normal duty to attend such. Any additional Union designated representative(s) attending an orientation meeting shall be required to attend such using union business leave.

If the Employer chooses not to schedule its orientation within thirty (30) days after the employee's hire or not to add the Union orientation to the Employer orientation, the Union shall schedule its orientation at its discretion but consistent with the Employer's operational needs. Ten (10) days in advance of the proposed orientation date, the Union shall contact the Employer to arrange for meeting space at the Employer's facility. The Employer shall make every effort to make meeting space available within a timeframe

acceptable to the Union.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 3.9.2022 DATE: 3/6/2022

TENTATIVE AGREEMENT NP-5

ARTICLE 10 – TRAINING

Section Two. Protective Services Training and Tuition Fund. ~~Effective the contract year commencing July 1, 2017,~~ tThe State shall allocate $~~8~~90,000.00 during each year of the collective bargaining agreement ~~plus whatever funds are necessary to cover outstanding claims from contract year 2016- 2017,~~ to a Protective Services Training and Tuition Fund for the purpose of enabling bargaining unit employees to participate in relevant outside training programs, workshops, seminars, vocational training courses or to reimburse employees under the Tuition Reimbursement section of this Article. ~~Said funding allocation shall be increased to $85,000 effective the contract year commencing July 1, 2019. Said funding allocation shall be increased to $90,000.00 effective the contract year commencing July 1, 2020~~

FOR THE STATE **FOR NP-5**

3.22.2022 Date

3/22/2022 Date

ARTICLE 11
HEALTH SAFETY

. . .

NEW Section Sixteen. The Union may submit to the Agency Labor Relations designee any recommendations, with supporting data, concerning vehicles, firearms, munitions, or other equipment. The parties may further discuss the recommendations in Agency labor management meetings.

FOR NP-5

3/6/2022 Date

FOR THE STATE

Date 3.9.2022

ARTICLE 15 ORDER OF LAYOFF

Section One. (a) No employee shall be dismissed or laid off from his/her position because of lack of work, economy, insufficient appropriation, change in departmental organization, or abolition of position except in compliance with this Article.

(b) Except as otherwise provided in Section 2 or in Article 7, Section Eleven (Union Rights), the employee with the least seniority within the bargaining unit at the agency affecting the layoff shall be selected for layoff.

Section Two. Seniority by Class. (a) For purpose of layoff selection within classification seniority shall be defined by Article 14, Section One (bargaining unit seniority).

(b) Special Skills. Five percent (5%) of the employees (not less than one person) to be laid off 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. Where practical, the State will attempt to meets its "special skills" requirements be exempting the employees with the highest seniority among employees with the same special skills.

Management decisions on special skills shall be subject to expedited arbitration provided, however, that no back pay remedy shall accrue to any individual employee.

~~(c) An employee whose last service rating was unsatisfactory shall be treated for layoff purposes as having lost one (1) year of seniority.~~

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. Such notice does not apply to a bumpee under Section Four. The Commissioner of Administrative Services shall arrange to have the employee transferred to a vacancy in the same or comparable class of any other position which, in the judgment of the State employer, the employee is qualified to fill within the department, agency or institution in which the employee works. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Four.

Section Four. Bumping. In lieu of layoff an employee may bump into a lower class within the same general classification series within the department, agency, or institution in which the employee works. The bumper shall bump the employee with the lowest seniority in such lower class with less seniority than the bumper.

The bumper shall be paid at the rate closest to the rate paid at the time of layoff however; the bumper shall not be paid at a rate higher than his/her prior rate.

FOR NP-5

10/26/2021 Date

FOR THE STATE

10/26/2021 Date

ARTICLE 16
GRIEVANCE PROCEDURE

Section Six. The Grievance Procedure.

Step 1. A grievance may be submitted within the thirty (30) day period specified in Section Five to the agency head or his/her designee. Within fourteen (14) days after receipt of the grievance a conference will be scheduled with the employee and his/her representative and a written response shall be issued within five (5) days after the conference is held. The grievance may be appealed

to Step 2 if no conference has been held within twenty-five (25) days of submission to Step 1.

A grievance arising from a written individual agency policy that is alleged to violate a specific provision of this Agreement will be filed directly to Step Two (OLR) with notification to the appropriate agency. A copy of the individual written policy will be appended to the grievance form.

Step 2. All proceedings at Step 2 and/or Step 3, held here under, shall be deemed confidential and closed to the public unless the parties mutually agree otherwise. An unresolved grievance may be appealed to the Office of Labor Relations within seven (7) working days of the receipt of the Step 1 response. The Office of Labor Relations shall hold a conference within forty-five (45) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. In cases involving disciplinary action, the Union will include a copy of the discipline notice with the grievance that is submitted to Step 2. The failure of the Union to provide a copy of said notice shall not, standing alone, constitute a jurisdictional bar to Step 2 and/or arbitration.

Submission of a grievance to Step II shall be by electronic mail to OLRSubmissions@ct.gov. Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to OLR, shall not be negatively impacted by the electronic submission procedure.

Step 3. Arbitration. Within ten (10) working days after the state's answer is due at Step 2, or if no conference is held at Step 2, within ten (10) working days after the expiration of the forty-five (45) period an provided in Step 2 an unresolved grievance may be submitted to arbitration by the Union, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of five (5) or more working days.

Section Nine. Arbitration. (a) Submission to arbitration shall be by certified or registered letter from the grievant to the State (Office of Labor Relations). The parties shall establish a permanent panel of five (5) mutually acceptable arbitrators from which a single arbitrator will be selected to hear and render a decision on each grievance submitted to arbitration. By mutual agreement, grievances may be combined and submitted to a single arbitrator.

Each arbitrator appointed, following full execution of this agreement, shall be subject to the following:

1. Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, he/she shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.

2. Each party retains the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.

3. In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator, if necessary to reach the full complement of arbitrators under the contract.

In cases involving the dismissal or demotion of an employee, the arbitrator shall be contacted within twenty (20) days of the request for arbitration and must be available to schedule the beginning hearing within forty-five (45) days of his/her appointment. In all other cases, the arbitrator will be contacted within thirty (30) days of the request and an arbitration schedule shall be arranged. If the arbitrator selected is not available to schedule the hearing in a timely fashion the next arbitrator in rotation shall be selected. 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. The Office of Labor Relations shall provide to the Union upon request a monthly summary of the arbitrator designations and the cases offered/scheduled with each.

On grievances when arbitrability has been raised as an issue the arbitration shall be bifurcated at the demand of either party. In such cases separate arbitrators may be utilized to hear the arbitrability issue and the merits in the event the case is determined to be arbitrable.

(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, either party may request the arbitrator 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 the grievant/party and any necessary witnesses of either party. Allowing employees to change their schedules to be relieved from

duty for the entire shift, or a portion thereof, would be appropriate to allow said employee's attendance at the arbitration in paid status.

(c) The arbitrator 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step 1. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days following the close of the record; the parties agree that the close of the record is the date of receipt of briefs by the arbitrator or closing statements for the purposes herein. Unless the parties jointly agree otherwise, the arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418, provided, however, neither the submission of question of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of the judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

(d) Late Arbitration Awards. On those cases in which an arbitrator fails without permission of the parties to render a decision within the contractual time limits: the award shall be void, the arbitrator shall be dropped from the panel and the arbitrator shall not be paid.

FOR NP-5	FOR THE STATE
Date 10/15/2021	10/15/2021 Date

TENTATIVE AGREEMENT – NP-5

Article 16

Grievance Procedure

Section Eleven. (a) The existing procedures for handling appeal of rejection from admission to examination ~~and disputes over reclassification~~ shall remain in force.

(b) Employees shall have recourse to pursue disputes over reclassification and Temporary Service in a Higher Class payments under the appeal procedure for reclassification per Article 16a, but not under the grievance or arbitration process.

Article 16a
Reclassification Appeal Procedure

Section One. Step 1 (Agency). The DAS Human Resources Business Partner or Agency Human Resources Professional from the Agency in which the grievant is employed, or designee, will hold a meeting with the Union designee, the grievant, and any witnesses virtually and issue a written response within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

Section Two. 2 (Panel). The procedures for Reclassification Appeals per Sections Two, Three, and Four of this Article shall be implemented as a pilot program, for a period commencing with legislative approval and continuing for the duration of the collective bargaining agreement. Toward the conclusion of the pilot period, the State and the Union shall meet and discuss whether the Pilot shall be continued by mutual agreement, modified, or terminated. Either the State or the Union may choose to terminate this Pilot at the conclusion of the pilot period, in which case the Pilot will remain in effect until a replacement procedure is negotiated. The Parties agree to expedite negotiation of a replacement procedure, should the need arise. While the procedures of the Pilot are in effect, the existing procedures for handling disputes over reclassification are deemed suspended by the Parties.

(a) An unresolved reclassification grievance may be appealed to the Commissioner of Administrative Services within seven (7) working days of receipt of the Step 1 response or its due date. An appeal panel shall be appointed consisting of one (1) Human Resources Professional experienced in job classification, appointed by the Commissioner of Administrative Services or designee, (1) Union representative experienced in job classification, appointed by the Union, and one (1) Management representative, appointed by the Appointing Authority of the Agency from which the grievance originated. The Commissioner or designee shall designate the chairperson for the panel. The panel shall, at all times, consist of three (3) members. The preferred method for conducting the panel conference shall be through virtual means; however, upon mutual

agreement, the conference may be held in person. The Classification Panel shall hold a conference (either virtual or in person) on a date mutually agreed upon by the State and the Union.

(b) Any and all conference and grievance-related meetings held under this Article shall be held consistent with the terms specified under Article 16, Section Six. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step 1 or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify bargaining agreement or grant either party matters which were not obtained in the bargaining process. Witnesses shall be compensated in accordance with Article 16, Section Nine. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

Section Three. Panel Action. The Panel shall hear and decide and issue a written response within thirty (30) calendar days of the conference. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing, signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with merit system conditions. Such decision shall include a brief statement of facts supporting the decision. The original grievance, along with all documents, evidence, and other written data relating to the case shall be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy.

Section Four. Panel Decision. The Panel Decision referenced in Section Three above shall be by majority vote, and may be any of the following:

(a) The Panel votes in favor of reclassification, and proceeds as follows:

(1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for reclassification, along with a complete record of grievance material.

(2) The Chief HRO/designee may convene a brief meeting with the entire Reclass Panel, to discuss their recommendation. The Chief HRO/designee shall review the Panel's recommendation, and sustain or deny the grievance. Such decision shall be final and binding upon the parties.

(b) The Panel sustains the appeal and payment for service in the higher class is authorized, consistent with Section ~~Four~~ Six, but reclassification is not recommended because:

(1) existing merit system conditions do not permit appointment;

(2) the organizational structure and/or staffing conditions do not support the additional position;

(3) other reason (state reason).

(4) The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

(c) The Panel denies the appeal.

Section Five. In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

Section Six. An employee whose reclassification appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31) working day from the date which the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior to the submission of the grievance at Step I.

Section Seven. TSHC Appeals. Appeal rights for employees seeking payment for Temporary Service in a Higher Class are specified in Article 19. The appeal process for TSHC payment shall be the same as for reclassification, under the pilot program described in Sections Two, Three, and Four of this Article. A Panel Decision in a TSHC appeal may be either:

(a) The Panel votes in favor of TSHC, and proceeds as follows:

(1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for TSHC, along with a complete record of grievance material.

(2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Panel, to discuss their recommendation.

(3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.

(a) the Panel denies the appeal. At the discretion of the Panel, a denial may also include instruction to remove one or more duties.

(b) Remedy for a sustained appeal shall be consistent with the terms specified in Article 19. The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3-9-2022 **DATE:** 3/7/2022

ARTICLE 17

DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

Section Six. Placement of an employee on ~~an unpaid~~ leave of absence under ~~5-240 (d)~~ Section 5-240-5a of the Connecticut State Personnel Regulations shall be subject to the following:

(a) An employee may draw his/her accrued vacation even if he/she remains on an unpaid leave of absence under Regulation 5-248-3.

(b) In cases other than those which involve a criminal investigation or the disposition of a criminal charge the employee shall be placed on a paid leave of absence for the duration of the investigation into the situation and/or event. At the conclusion of the investigation the employee will be informed of the disposition and whether he/she is to be disciplined.

(c) In all cases where practicable, the State will investigate the possibility of alternative assignment.

FOR THE STATE **FOR NP-5**

3.22.2022 Date

3/22/2022 Date

ARTICLE 18

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section One. Standard Workweek. The standard workweek for all full-time employees shall be forty (40) hours worked in five (5) eight (8) hour days. The standard workweek period shall be defined as commencing on a Friday and concluding on the following Thursday. The standard workday shall be defined as an eight (8) hour work period between the hours of 7:00 A.M. and 5:30 P.M..

A non-standard workweek for full-time employees shall be an average of forty (40) hours of work per week over a specific time period. Non-standard or averaging schedules shall only be provided where overtime premium can be legitimately exempt from the over forty (40) hours work requirement of FLSA.

An unscheduled workweek for full-time employees shall be an averaging work schedule of forty (40) hours with the starting and ending time and the number of work days determined by the requirements of the position. It is understood that management retains the right to make specific assignments within unscheduled workweek situations, so long as said assignments are posted not later than the Friday prior to the start of the pay period.

The establishment or disestablishment of non-standard or unscheduled workweeks shall be consistent with CGS Section 5-238 and the regulations appurtenant thereto. However, the Union will be advised of any such establishment or disestablishment and the reasons for such schedules shall be discussed with the Union upon request. Employees affected by such establishment or disestablishment shall be provided not less than two (2) weeks notice of schedule change.

Section Two. Meal Breaks. (a) Meal breaks shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

(b) Employees who are required to work without taking their full scheduled meal break, or who are required to serve

without said meal break (or within thirty (30) minutes prior to and forty-five (45) minutes after) shall receive payment or such meal break. Employees who do not have a scheduled meal break shall be compensated for any meal period if such break could not begin within thirty (30) minutes before or seventy-five (75) minutes after the middle of the shift due either to assignment or call-out during said period.

(c) Department of Environmental Protection personnel shall be entitled to a paid meal break while (1) fighting fires, or (2) stocking fish, provided it is not possible to take the meal break within thirty (30) minutes prior to or forty-five (45) minutes following the scheduled meal time.

(d) Liquor Control Agents, Liquor Control Special Agents, and Liquor Control Supervising Agents shall be entitled to a paid meal break when conducting special investigations and/or minor sting operations, provided it is not possible to take the meal break within thirty (30) minutes prior to or forty-five (45) minutes following the scheduled meal time.

(e) It is understood that police officers as defined by POST, fire fighting employees, and Protective Services Trainees-Police and Protective Services Trainees-Fire Fighting, (exclusive of Academy Training), shall be on duty and subject to call during their meal break and shall have their meal break counted as part of their work schedule as time worked. If called out during their meal break, a later meal break may be taken.

(f) The above shall not be construed to alter existing meal break practices for employees not provided for above.

Section Three. Rest Periods. Unless precluded by existing agency policy and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift.

Section Four. Overtime. (a) The provisions of this Section shall be interpreted consistent with C.G.S. Section 5-245 except when specifically provided otherwise.

(b) The State will pay overtime to eligible employees at time and one-half for hours worked over forty (40) within a workweek, except as provided otherwise in CGA Section 5-245 for employees on rotating shifts and for unscheduled positions and classes for employees on averaging schedules approved by the ~~Director~~ Undersecretary of Labor Relations.

(c) Employees shall continue to be paid overtime consistent with this Agreement, although the parties recognize the statutory obligation that eligible employees be paid overtime in compliance with the provisions of the Federal Fair Labor Standards Act (FLSA).

After the payment of overtime in accordance with the collective bargaining agreement (see generally, this Article), an employee's additional FLSA payment, if any, shall be computed according to the rules set forth in the FLSA (29, CFR Part 778 ET SEQ.). In determining whether said employee is eligible for FLSA overtime payment, only "hours worked" as defined in the Act, shall be counted. Furthermore, the FLSA liability shall be offset by the amount of overtime payments already paid to said employee in accordance with this Agreement and existing practice, for that FLSA work period.

In order to comply those employees whose schedules are covered by 29 CFR Part 553.230, shall have their payments offset pursuant to the rules for said section, i.e., twenty-eight (28) day work period or one hundred seventy-one (171) hours.

Notwithstanding this provision, those employees employed by the Police Officers Standards and Training Council who are otherwise deemed eligible for such overtime compensation shall be eligible to receive compensatory time in lieu of such overtime pay on an hour for hour basis. The accumulation of such compensatory time is subject to the maximum of 120 hours. If, at any time an employee's compensatory time exceeds the 120 hour maximum, the employee shall be paid for the time in excess of the 120 hours as soon thereafter as is practicable. Said monies shall be paid at the straight time rate. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment.

Notwithstanding any other provision of the Contract, the Motor Vehicle Lieutenants shall be classified as Exempt Employees, but pursuant to this Agreement, they are eligible to accumulate Compensatory Time, but not the payment of overtime for all hours over 40 worked in a workweek on an hour-for-hour basis, when said overtime is required and authorized by management to work outside of **normal business hours**. The accumulation of such compensatory time is subject to the maximum of 120 hours. If, at any time an employee's compensatory time exceeds the 120 hour maximum, the employee shall be paid for the time in excess of the 120 hours as soon thereafter as is practicable. Said monies shall be paid at the straight time rate. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment.

~~(d)~~ **Call In/Call Back.** ~~Effective upon legislative approval of this Agreement, employees who have left work after the end of their scheduled work shift and who are called in or called back for other than their regularly scheduled work shift, other than a continuous extension thereof, shall be compensated as follows:~~

~~(1) A minimum of two (2) hours overtime pay for the first two (2) hours work or any portion thereof.~~

~~(2) Two (2) hours overtime pay for the next two (2) hours work or any portion thereof.~~

~~(3) Pay for work beyond the first four (4) hours shall be paid as overtime on the basis of actual hours worked.~~

~~If within said period, in the reasonable judgment of the supervisor, the employee is no longer required for the situation or emergency for which he/she was called in, and/or called back, and except for any unforeseen emergency or situation requiring the employee, then the supervisor shall allow the employee to go off-duty and said employee shall not forfeit said overtime pay. Should an employee be released and subsequently recalled the cycle referenced in 1 through 3 above shall begin anew. The minimum overtime pay shall begin from the time the employee is called.~~

Employees who have left work after the end of their scheduled work shift and who are called in or back to work for other than

their regularly scheduled work shift shall receive a minimum of four (4) hours of overtime. The provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift. The minimum overtime pay shall begin from the time the employee is called.

(e) Exempt Employees. During the life of this Agreement, Section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Grade 16. Notwithstanding the above, Section Four F of the State Coalition Agreement on Pay Equity will govern in determining whether a classification is eligible for the overtime payment.

(f) Employees held over after the end of a shift in excess of seven and one half (7.5) minutes shall have all work performed after the shift considered overtime work; for the purpose of computing overtime entitlement time spent shall be rounded off to the nearest quarter hour. A minimum of fifteen (15) minutes of overtime shall be paid to motor vehicle operator license agents assigned to Motor Vehicle Office closings.

(g) Work schedules of employees working unscheduled workweeks shall not be reduced after the performance of emergency work (i.e. work performed in addition to that performed during the normal workday) for the purpose of avoiding overtime.

(h) Overtime pay shall not be pyramided

Section Five. Equalization of Overtime. To the extent possible, consistent with current practice, voluntary overtime opportunities shall be distributed equally among qualified volunteers with similar skills and duties. The employer will attempt to meet overtime needs by first soliciting volunteers prior to making assignments. It is understood that soliciting volunteers may not be appropriate in emergency situations (including short-notice absences).

Section Six. (a) Effective 7/1/95, employees who are assigned to a fixed duty station and have previously been receiving portal to portal pay, shall have the benefit of counting their travel time to and from the fixed duty station limited to one-half (1/2) hour each way.

(b) Time worked by Motor Vehicle Inspectors who perform

special inspection assignments, i.e. race tracks, shall be calculated as follows:

(1) Where the Inspector has a State vehicle assigned to him/her, time worked shall include home-to-duty station and duty station-to-home time;

(2) Where the Inspector must pick up a State Vehicle, time worked shall include pick-up-to-duty station and duty station-to-drop-off time.

(c) Motor Vehicle Inspectors with assigned vehicles who, when traveling to work, stop for emergencies, accidents, motor vehicle breakdowns or any related motor vehicle violation shall be in pay status from the time the Inspector stops at the scene of such emergency, accident, motor vehicle breakdown or motor vehicle violation.

An Inspector, when traveling from his/her assignment at the end of his/her shift, who stops at any emergency, accident, motor vehicle breakdown or for any motor vehicle violation shall be in pay status from the end of the inspector's assigned shift until completion of such emergency, accident, motor vehicle breakdown or violation.

It is understood that such stops shall be made in accordance with published agency policy.

(d) An employee who is regularly assigned a State vehicle who parks the vehicle at their residence and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered to be in pay status commencing with arrival at the first business call until departure from the last business call, provided, however, any travel in excess of thirty (30) minutes to or from the employee's home shall be considered as time worked. The above provisions shall apply to occasions when the employee is reporting to a field assignment for the majority of the assigned shift.

Notwithstanding the above, employees in the classifications of State Animal Control Officer, State Animal Control Supervisor, Liquor Control Agent, Liquor Control Special Agent, Liquor

Control Supervising Agent, Enforcement Officer, Police Officer, Motor Vehicle Inspector, Motor Vehicle Sergeant, Conservation Enforcement Sergeant and Conservation Enforcement Officer, whose job primarily involves a field assignment, shall continue the existing practice of including home-to-duty station and duty station-to-home as time worked.

Motor Vehicle Lieutenants are deemed to have a fixed duty station which is currently the Central Office in Wethersfield, Connecticut.

Section Seven. Exchange of Shifts or Time. Employees working under the same shift schedules performing substantially similar work may exchange shifts or time in accordance with existing practice provided:

(a) no additional cost to the State of Connecticut is imposed;

(b) the employee's supervisor is given reasonable notice, normally in excess of twenty-four (24) hours, and approves the swap;

(c) the State of Connecticut is not responsible for enforcing agreements made between employees;

(d) approval of shift changes is subject to revocation as dictated by the needs of the Department; and

(e) approval by the supervisor shall not be arbitrarily withheld nor shall revocation of an approved swap be arbitrarily made; and

(f) The swap need not be completed within a particular pay period. The participants are encouraged to complete the swap within a ninety (90) day period.

Section Eight. Workweek Changes. Subject to the provisions of this Agreement, employees shall be notified by the Employer in writing at least fourteen (14) calendar days in advance of proposed changes in schedules and implementation except where an emergency condition precludes such action. Workweek changes shall not be arbitrarily made for the specific purpose of circumventing payment of overtime.

Prior to any major schedule change in any work unit, the employer shall notify the Union and upon request shall meet with the Union officers and/or steward(s) in advance to discuss the impact of such changes.

Major schedule changes may be made to meet legitimate business needs and shall not be arbitrarily made.

During the term of this Agreement, the employer shall not modify work schedules from regular shifts to rotating shifts (or vice-versa), without the consent of the Union.

Notwithstanding the above, effective July 1, 1995, Agencies may alter the schedules of employees and avoid the payment of overtime in order to provide training program to staff. When practicable, the Agency, will give fourteen (14) calendar days notice.

Section Nine. Except as provided elsewhere in this Article, full-time Environmental Protection Maintainers within the Division of Conservation and Preservation shall be assigned to a regular schedule consisting of five (5) consecutive days with two (2) consecutive days off.

Section Ten. Effective upon legislative approval (1985), each Agent and Supervising Agent of the Liquor Control Commission may be assigned to schedules other than the current Monday through Friday, 8:30 to 4:30 shifts for a total of twenty- three (23) times per contract year. Such schedule change shall be effective in accordance with this Article. Employees hired after June 30, 1985 shall not be restricted to the Monday through Friday, 8:30 to 4:30 work schedule, but shall be assigned in accordance with provisions of Article 18, Section 1.

Section Eleven. Consistent with the provisions of Section Eight of this Article, non-emergency schedule changes for Liquor Control Agents (the job series) and the Casino Agents (job series) may not be made without the required fourteen (14) calendar day notice. Each notice of schedule adjustment, made after the notice period above would require a special $35 compensation payment to the individual(s) experiencing the schedule change.

Section Twelve. Upon request by either the employer or the Union, the parties shall discuss flexible or compressed work schedules for the Liquor Control Agents (job series) and the Casino Agents (job series). Such flexible or compressed schedules may be established by mutual agreement of the Agency and the Union subject to the approval of the appropriate management designee

at the department/agency level and subject to the approval of the ~~Director~~ Undersecretary of the Office of Labor Relations or designee.

Section Thirteen. Notwithstanding the former practice of only allowing Buildings and Grounds Patrol Officers working in the Connecticut Technical High Schools to work when school is in session, effective upon Legislative approval of this Agreement, said employees will be allowed to complete their scheduled work day, if they so choose, on professional development days, after students depart in the event of an early release, on inclement weather days, or emergency closings.

FOR NP-5

3/6/2022
Date

FOR THE STATE

3-9-2022 Date

ARTICLE 18
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section Four. Overtime.

. . .

(d) Call In/Call Back. ~~Effective upon legislative approval of this Agreement, employees who have left work after the end of their scheduled work shift and who are called in or called back for other than their regularly scheduled work shift, other than a continuous extension thereof, shall be compensated as follows:~~

~~(1) A minimum of two (2) hours overtime pay for the first two (2) hours work or any portion thereof.~~

~~(2) Two (2) hours overtime pay for the next two (2) hours work or any portion thereof.~~

~~(3) Pay for work beyond the first four (4) hours shall be paid as overtime on the basis of actual hours worked.~~

~~If within said period, in the reasonable judgment of the supervisor, the employee is no longer required for the situation or emergency for which he/she was called in, and/or called back, and except for any unforeseen emergency or situation requiring the employee, then the supervisor shall allow the employee to go off-duty and said employee shall not forfeit said overtime pay. Should an employee be released and subsequently recalled the cycle referenced in 1 through 3 above shall begin anew. The minimum overtime pay shall begin from the time the employee is called.~~

Effective upon legislative approval of this Agreement, Employees who have left work after the end of their scheduled work shift and who are called in or back to work for other than their regularly scheduled work shift shall receive a minimum of four (4) hours of overtime. The provision shall not apply to employees who are called in early prior to their regular starting

time and work through their regular shift. The minimum overtime pay shall begin from the time the employee is called.

FOR NP-5

10/21/2021 Date

FOR THE STATE

10/25/2021 Date

TENTATIVE AGREEMENT – NP-5

ARTICLE 19

TEMPORARY SERVICE IN A HIGHER CLASS

~~**Section One.** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty first consecutive calendar day of such assignment, be paid, retroactive to the first day of the assignment, for such actual work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services.~~

Section One. (a) Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level. Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are also subject to the approval of the Secretary of the Office of Policy and Management (or designee). An extended assignment constituting Temporary Service in a Higher Classification is one which is expected to last more than thirty (30) consecutive working days.

(b) The number of supervisees standing alone will not be a bar for TSHC compensation for any individual who is assigned to perform temporary duties consistent with this Article where the level of responsibility is substantially the same as that of an individual covered by a higher classification.

~~**Section Two.** Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty (30) working days.~~

Section Two. (a) An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31) consecutive working day, be paid for such actual work, subject to review and approval by DAS and OPM, as indicated above. Payment shall be 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). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 16.

(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority an immediate reassignment to his/her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

(d) In the event the Commissioner of Administrative Services (or designee) 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, or may request reassignment to his/her former duties. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority an immediate reassignment to his/her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

(d) In the event the Commissioner of Administrative Services (or designee) 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, or may request reassignment to his/her former duties. In the event the Secretary of OPM (or designee)

disapproves the requested position action that would facilitate payment. the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

~~**Section Three.** 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 seeking approval of the assignment from the Commissioner of Administrative Services in writing.~~

~~**Section Four.** If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5.~~

~~**Section Five.** 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 shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections 4 and 5.~~

Section ~~Six~~Three. Temporary assignments to a higher class for periods of thirty (30) calendar days or less shall not be utilized to defeat the basic contractual obligation herein.

Section ~~Seven~~Four. In the Department of Motor Vehicles, the Motor Vehicle Inspector who is assigned the duties of a Motor Vehicle Sergeant on days when the Sergeant is not on duty shall receive $.60 per hour, provided such additional duties are performed for ½ the shift hours or more. The Motor Vehicle Operator License Agent who is assigned the duties of a Motor Vehicle Agent Supervisor on days when the Supervisor is not on duty shall receive
$.60 per hour, provided such additional duties are performed for ½ the shift hours or more.

Section ~~Eight~~Five. Police Officers who are assigned as "Officer in Charge" on days when a Sergeant or Lieutenant is not on duty shall receive $.60 per hour, provided such additional duties are performed for ½ the shift hours or more. Conservation Enforcement Officers who are assigned as "Officer in Charge" on days when a Conservation Enforcement Sergeant is not on duty shall receive
$.60 per hour, provided such additional duties are performed for ½ the shift hours or more.

Section ~~Nine~~Six. Buildings and Grounds Patrol Officers who are assigned the duties of either a Building and Grounds Lead Patrol Officer or Supervising Patrol Officer when such lead or supervisory officers are not on duty, shall receive $.60 per hour, provided such additional duties are performed for ½ the shift or more.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.9.2022 **DATE:** 3/7/2022

ARTICLE 19, Section 6 (a) COMPENSATION
Et Al.

The Parties agree to replace the title "Motor Vehicle Emissions Agents" with "Motor Vehicle Agents (with an emissions' function)" wherever it appears in the NP-5 contract.

FOR NP-5

10/20/2021 Date

FOR THE STATE

10/25/2021 Date

PS,PE,PT GROUP	POINT	RANGE
1	0	90
2	91	114
3	115	121
4	122	135
5	136	146
6	147	162
7	163	176
8	177	190
9	191	206
10	207	222
11	223	239
12	240	256
13	257	270
14	271	285
15	286	304
16	305	325
17	326	348
18	349	374
19	375	401
20	402	419
21	420	435
22	436	462
23	463	489
24	490	515
25	516	543
26	544	570
27	571	596

FOR NP-5

Date 10/15/2021

FOR THE STATE

10/15/2021, Date

TENTATIVE AGREEMENT NP-5

ARTICLE 20 COMPENSATION

THE FOLLOWING SHALL REPLACE APPLICABLE SECTIONS ONE AND TWO OF ARTICLE 20:

Section One

(a) Special Lump Sum Payments:

(1) Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of $2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

(2) Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of $1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

(b) General Wage Increases:

(1) Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit, and for employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired.

(2) Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

(3) Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one- half percent (2.5%).

Section Two.

(a) Annual Increments

(1) Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit, and to eligible employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired. Those employees eligible for a top step bonus shall receive such payments when increments are paid.

Effective and retroactive to July 1, 2021~~0~~, those employees who are in the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of seven hundred fifty dollars ($750.00).

(2) For contract year 2022-2023, employees will continue to be eligible for annual increments

in accordance with exiting practice. The top step bonus of one thousand dollars ($1,000) for employees who are on the maximum step of the salary schedule who receive no annual increment shall be paid on the paycheck date when increments are paid.

(3) For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with existing practice. The top step bonus of one thousand dollars ($1,000) for employees who are on the maximum step of the salary schedule who receive no annual increment shall be paid on the paycheck date when increments are paid.

(b) Pay Plan Adjustments

(1) Effective October 7, 2022, the first step of the NP-5 pay plan ("step 1") shall be eliminated. The steps shall remain numbered as "step 2" through "step 11" for a total of ten (10) steps. In addition, steps numbered step 10 and step 11 will be adjusted to provide for a full step increment of two and one-half percent (2.5%). New employees hired after the effective date shall be placed at step 2. Employees entitled to a step adjustment payment as referenced above will receive it in the pay period that includes October 7, 2022.

(2) Effective October 6, 2023, the step numbered as "step 2" of the NP-5 payplan shall be eliminated. The steps shall remain numbered as "step 3" through "step 11" for a total of nine (9) steps. New employees hired after the effective date shall be placed at step 3. Employees entitled to a step adjustment payment as referenced above will receive it in the pay period that includes October 6, 2023.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases and lump sums.

(c) 4th Year Wage Reopener (FY25) – GWI AND AI:
Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 20 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. Should wage reopener negotiations result in the awarding of an annual increment, that shall also include top step payments for eligible employees. All other provisions shall remain in full force and effect unless otherwise provided in this Agreement.

Section Three. Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice. The longevity schedule in effect on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement and is appended hereto. ~~The October 2017 longevity payment shall be paid on time. The April 2018 longevity payment will be delayed until July 2018.~~

The ***current*** Motor Vehicle Lieutenants will be eligible for longevity payments as prescribed by the contract in accordance with existing practice, except as provided otherwise in this Agreement. No employee in the classification of Motor Vehicle Lieutenant, 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.

[Section Four – no change]

[Section Five – no change]

Section Six. Clothing and Accessories. (a) On or about September 2021 ~~of each contract year~~, each employee in the bargaining unit shall receive one hundred and ten dollars ($110.00) for the purchase of appropriate shoes. ~~except there shall be no payment for the purchase of shoes during the 2018- 2019 contract year. The one- hundred- and- ten- dollar ($110.00) allocation shall be restored and paid during the remaining contract term.~~ Effective the contract year commencing July 1, 2022 and each contract year thereafter during the term of this contract, the shoe allowance shall be one hundred twenty dollars ($120.00) paid on or about September.

(b) On or about December 1 of each contract year plain clothes personnel of a uniform service, including Motor Vehicle Inspectors, Motor Vehicle Sergeants, Motor Vehicle Operator Licensing Agents, Motor Vehicle Emissions Agents, Special Revenue Police, Military Department Officers, Liquor Control Agents, Casino Agents, Tax Enforcement Agents and Enforcement Officers shall receive a clothing allowance of three hundred fifteen dollars ($315). Motor Vehicle Lieutenants shall not receive the clothing allowance of $315, as they are in uniform.

[Sections Six through Section Twenty – no change]

Section Twenty-One. On-Call/Standby Pay. For those employees who are, by managerial direction, obligated to (1) be available for service, (2) standby for a call, or (3) carry a response device to provide immediate response or coverage, the sum of $1.00 per hour shall be paid for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed $100.00 per employee per week.

Section Twenty-Two.

Effective July 1, 2008 the following instructional stipend of two hundred twenty- five dollars ($225) shall be paid:

- Field Training Officer
- Firearms Instructor
- Paramedic Preceptor

~~Effective July 1, 2019,~~Effective and retroactive to October 1, 2021 and upon legislative approval, the Firearms and Paramedic Preceptor Instructional stipends payments shall ~~increase to~~ be three hundred twenty- five dollars ($325). Employees who have been certified as such instructors and receiving the stipend prior to 6/30/08 shall retain the stipend unless such certification lapses. Effective 7/01/08 expansion of the stipend to other employees obtaining such certifications

shall be paid only to those employees designated by the Agency to perform the instructional duties of Field training Officer, Firearms Instructor or Paramedic Preceptor.

This payment shall be issued on or about October 1 of each contract year.

~~Effective July 1, 2019,~~Effective and retroactive to October 1, 2021 and upon legislative approval the Field Training Officer (FTO) stipend shall increase to $1,000. Commencing October 1, 2019, this payment shall be made in quarterly installments.

Effective July 1, 2022, Liquor Control Supervising Agents performing POST certified instructor duties shall be eligible for an annual instructional stipend of three hundred twenty-five dollars ($325) which shall be issued on or about October 1 of each contract year.

Employees who acquire a new certification during the term of this Agreement shall maintain said certifications and perform those duties for the duration of the contract term and any extensions thereof.

FOR THE STATE

3.25.2022
Date

FOR NP-5

3/28/2022
Date

ARTICLE 20
COMPENSATION

Section Six. Clothing and Accessories. (a) . . .

(b) On or about December 1 of each contract year plain clothes personnel of a uniform service, including Motor Vehicle Inspectors, Motor Vehicle Sergeants, Motor Vehicle Operator Licensing Agents, Motor Vehicle ~~Emissions~~—Agents (with an emissions' function), Special Revenue Police, Military Department Officers, Liquor Control Agents, Casino Agents, Tax Enforcement Agents and Enforcement Officers shall receive a clothing allowance of three hundred fifteen dollars ($315). Motor Vehicle Lieutenants shall not receive the clothing allowance of $315, as they are in uniform.

Section Nineteen. (a) All unit classes shall be remunerated according to the Objective Job Evaluation point to pay grade assignment as provided in Section Four of the Agreement between the State of Connecticut and the State Coalition on Pay Equity.

(b) The following Objective Job Evaluation point to pay grade assignments shall be effective beginning June 23, 1995 and as provide in Section 4 of the Agreement Between The State of Connecticut and the State Coalition On Pay Equity:

PS,PF,PT GROUP	POINT	RANGE
1	0	90
2	91	114
3	115	121
4	122	135
5	136	146
6	147	162
7	**163**	**176**
8	177	190
9	191	206
10	207	222
11	223	239
12	240	256
13	257	270
14	271	285
15	286	304
16	305	325
17	326	348
18	349	374
19	375	401
20	402	419
21	420	435
22	436	462
23	463	489
24	490	515
25	516	543
26	544	570
27	571	596

FOR NP-5

3/6/2022 Date

FOR THE STATE

3.9.2022 Date

ARTICLE 23
METHOD OF SALARY PAYMENT

Section One. Worker's Compensation Coverage and Payments. Where an employee has become temporarily totally 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 nonappealable 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 five (5) 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's vacation period. Such advances shall be for a period of not less than one (1) pay week and shall not exceed the actual length of the approved vacation.

Section Three. Direct Deposit (NEW). Employees are encouraged to participate in direct-deposit of their paychecks.

For NP-5

Date
10/15/2021

For the State

10/15/2021 Date

ARTICLE 24
HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective unless modified through the Health Care Cost Containment process or by mutual agreement of the ~~parties~~State and SEBAC.

FOR NP-5

Date
10/15/2021

FOR THE STATE

10/15/2021 Date

ARTICLE 26
PREGNANCY, MATERNAL AND PARENTAL LEAVE

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 that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted a medical leave of absence without pay, position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence due to disability as outlined above must be in writing and supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision.

Up to three (3) 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.

~~**Parental Leave.** The provisions of C.G.S. Sec. 5-248a (and amendments thereto) and the regulations appurtenant thereto, as they apply to parental leave, shall apply. An employee who is granted a statutory non-disability 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.~~

~~Holidays which occur during the period covered by the parental leave provisions of C.G.S. Sec. 5-248a shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.~~

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.

FOR NP-5

10/20/2021 Date

FOR THE STATE

10/21/2021 Date

TENTATIVE AGREEMENT – NP-5

ARTICLE 28
SICK LEAVE AND OTHER LEAVES OF ABSENCE

Section One. Except where varied in this Agreement, the State will continue in force its written rules and regulations with respect to Sick Leave (one and one-quarter (1-1/4) days per month) or other paid or unpaid leave of absence.

Section Two. A bonus day will be added to the sick leave bank of any employee if no sick leave is used in any six (6) month period of July 1 to December 31, or January 1 to June 30. For purposes of this Section, Funeral Leave and Injury Leave (supplemented by Sick Leave) of less than two (2) weeks shall not preclude the bonus day.

Section Three. Upon the death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) 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 payment equivalent to sixty (60) days pay.

Section Four. An eligible employee shall be granted sick leave~~:~~

~~(a)~~ in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than ten (10) ~~five (5)~~ days of sick leave per calendar year shall be granted therefore; and the definition of immediate family for this subsection only shall include grandparents.

For the State:	For the Union:
Christine Ciesplinski	
2/26/2022 Date	2/15/2022 Date

TENTATIVE AGREEMENT – NP-5

ARTICLE 36 SHIFT DIFFERENTIAL

. . .

Section Four. Effective the pay period including July 1, 2006, the weekend differential shall be seventy-five cents ($.75) per hour. Effective with the pay period that includes July 1, 2019, the weekend differential shall be eighty-five cents ($.85) per hour. Employees shall be entitled to weekend differential payments for all hours worked between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday.

FOR NP-5

3/16/2022
Date

FOR THE STATE

3·18·2022
Date

TENTATIVE AGREEMENT NP-5

ARTICLE 37
CONTRACTING OUT

(a) During the life of this Agreement, no full-time permanent employee 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 Article if: (1) The employee is offered a transfer to the same or similar position within the Protective Services Bargaining Unit within a reasonable distance which, in the employer's judgment, he/ she is qualified to perform, with no reduction in pay; ~~or~~

(c) Sunset Clause: The provisions of this Article expire automatically on June 30, 202~~4~~5. Either party may negotiate for the inclusion of this portion or any modification thereof in any successor agreement.

FOR THE STATE **FOR NP-5**

3.9.2022 Date

3/6/2022 Date

ARTICLE 40

TRAVEL REIMBURSEMENTS

~~During the life of this Agreement,~~ An employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast	~~$6.00~~8.00
Lunch	~~$8.00~~10.00
Dinner	~~$18.00~~20.00
Miscellaneous	$5.00

The standard state travel regulations in force on January 1, 2017, shall be incorporated by reference, except as superseded herein. Effective July 1, 2022, the following rates shall apply:

Breakfast	~~$8.00~~10.00
Lunch	~~$10.00~~12.00
Dinner	~~$20.00~~22.00
Miscellaneous	~~$5.00~~6.00

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate. As U.S. General Services Administration adjusts this rate, the State will utilize the adjusted rate within thirty days of such adjustment.

FOR THE STATE **FOR NP-5**

3·22·2022 3/22/2022

Date Date

ARTICLE 45 LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278(b) of the Connecticut General Statutes. The State employer shall request such approval as provided in said Section 9. If the legislature rejects such request as a whole, the parties shall ~~return to the bargaining table~~ proceed in accordance with SERA.

FOR NP-5

Date
10/15/2021

FOR THE STATE

10/15/2021 Date

TENTATIVE AGREEMENT NP-5

ARTICLE 48
DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 20~~16~~21 and shall expire on June 30, 2025~~24~~. Unless otherwise stated to the contrary changes to language provisions shall take effect upon legislative approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the Connecticut General Statute, Section 5-276a (a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

The provisions of CGS 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 202~~40~~.

In addition to the wage reopener referenced in Article 20 and consistent with the timelines set forth therein, this unit may request to reopen the amount of the top step lump sum payment for employees who receive no annual increment.

FOR THE STATE **FOR NP-5**

3-9-2022 Date

3/6/2022 Date

VARIOUS ARTICLES

Undersecretary shall replace "Director" throughout the contract including the following Articles:

Article 7, Section 7 (b)

Article 18, Section 4(b)

Article 18, Section 12

Article 42, Section 4

FOR NP-5

Date 10/15/2021

FOR THE STATE

10/15/2021 Date

~~MEMORANDUM OF UNDERSTANDING VII RE: ARBITRATION PANEL~~

~~The parties agree that the arbitration panel referenced in Article 16, Section Nine, shall be expanded to include five (5) arbitrators, from which a specific arbitrator shall be selected on a rotational basis. Each party retains the right following three (3) case experiences to strike any particular arbitrator from the panel. In that case, a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.~~

FOR NP-5

Date
10/15/2021

FOR THE STATE

Date
10/15/2021

~~MEMORANDUM OF UNDERSTANDING CONCERNING ARTICLE 16: GRIEVANCE PROCEDURE~~

~~The parties have reached the following agreement concerning Article 16, Section 6 (Step2) of the grievance procedure:~~

~~In cases involving disciplinary action, the Union will include a copy of the discipline notice with the grievance that is submitted to Step 2. The failure of the Union to provide a copy of said notice shall not, standing alone, constitute a jurisdictional bar to Step 2 and/or arbitration~~

FOR NP-5

Date

10/15/2021

FOR THE STATE

10/15/2021
Date

TENTATIVE AGREEMENT NP-5

NOTE: The current MOU IV shall be replaced in its entirety with the language below:

Memorandum of Understanding IV

During the life of the Agreement, the State will complete a review for the evaluations of the following ten (10) bargaining unit classifications which are under the statutory authority of OPM:

Police Officer, Detective, Police Sergeant, Police Lieutenant, Police Captain, Firefighter, Fire Lieutenant, Fire Captain, Motor Vehicle Inspector, Motor Vehicle Sergeant.

The Parties recognize that the bargaining unit uses equivalent positions in the classified and unclassified service. It is understood that should evaluation changes result from the review indicated above, the Union reserves the right to bargain any impact on equivalent titles.

FOR THE STATE **FOR NP-5**

3-22-2012 Date

3/22/2012 Date

TENTATIVE AGREEMENT NP-5

Memorandum of Understanding
Department of Energy and Environmental Protection
Time for Required Medical Appointment for Commercial Driver's License

A Commercial Driver's License (CDL) and valid Medical Examiner's Certificate (MEC) are required for specific classifications and/or job functions at the Department of Energy and Environmental Protection. There continues to be a no-cost option for a physical to obtain a MEC for maintaining a valid CDL.

DEEP continues to utilize Concentra Medical Centers https://www.concentra.com/ for physicals to obtain their medical certificate for this purpose. Employees NP-5 Bargaining Unit can walk in and request a physical when their medical certificates are close to expire. They need to tell Concentra staff to bill the Dept. of Energy and Environmental Protection.

Employees who are required to hold a CDL as a part of their essential job duties shall be permitted to use **up to** three (3) hours of paid State time for the purpose of receiving a CDL physical once in each two-year renewal period.

FOR THE STATE **FOR NP-5**

3.22.2022
Date

3/22/2022 Date

TENTATIVE AGREEMENT – NP-5

MEMORANDUM OF UNDERSTANDING
PARTIES AGREE TO CONTINUED DISCUSSIONS

During negotiations for a successor contract to the 2016-2021 collective bargaining agreement, the Parties discussed the following matters:

- Police Accountability Legislation
- Telematics in State Vehicles and General Letter 115
- Paid Military Leave for Annual Training
- State Animal Control Officers and Supervisors [provisions under Article 18, Section Six (d)]

The parties have agreed to continue to meet and discuss the above matters, and potential impact to bargaining unit members, while retaining any and all rights under the collective bargaining agreement and Connecticut General Statutes.

FOR THE STATE **FOR NP-5**

3.22.2022 Date

3/22/2022 Date

SUPERSEDENCE APPENDIX

CONNECTICUT STATE EMPLOYEES ASSOCIATION
PROTECTIVE SERVICES BARGAINING UNIT (NP-5)
COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deduction	Article 6	C.G.S. § 5-260 and C.G.S. § 5-280
Union business leave, increased hours	Article 7, Sec. 7	C.G.S. § 5-238; Reg. 5-238-1 thru 5-238-5
Reclassification Procedure	Article 16 and New Article 16A	C.G.S. § 5-206; C.G.S. § 5-226f; C.G.S. § 5-227a
Temporary Service in Higher Class	Article 19, Secs. 1-6	C.G.S. § 5-209
Compensation, Special Lump Sum payments 7.1.21, and 7.1.22	Article 20, Sec. 1(a)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, General Wage Increases 7.1.21, 7.1.22 and 7.1.23	Article 20, Sec. 1(b)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, AIs and Lump Sum Payments, 7.1.21, 7.1.22 and 7.1.23	Article 20, Sec. 2 (a)	C.G.S. § 5-200(k) C.G.S. § 5-200(m) C.G.S. § 5-210
Compensation, Pay plan adjustment, 10.7.22 eliminate step 1; provide steps 10 and 11 with full increment of 2.5%	Article 20, Sec. 2(b)(1)	C.G.S. § 5-208(a); § 5-200(k)
Compensation, Pay plan adjustment, 10.6.23 eliminate step 2	Article 20, Sec. 2(b)(2)	C.G.S. § 5-208 (a); C.G.S. § 5-200(k)
Compensation, longevity, on time in accordance with existing practice	Article 20, Sec. 3	C.G.S. § 5-213 Reg. 5-213-1
Compensation, instructional stipends	Article 20, Sec. 22	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Investigations (reasonable promptness) and Discipline (placement on leave)	Articles 2, Sec. 9 and 17 Sec. 6	Reg. 5-240-5a
Pregnancy, Maternal and Parental Leave	Article 26	C.G.S. § 5-248; C.G.S. § 5-247, § 5-248a, § 5-248b Reg. 5-247-4(a), 5-248b-1, 3, 4, 5

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Sick Leave, immediate family leave increased to 10 days	Article 28, Sec. 4	C.G.S. § 5-247; Reg 5-247-2; 5-247-4; C.G.S. § 5-248a, C.G.S. § 5-248b
MOU – DEEP, state time to attend physicals	NEW MOU	C.G.S. § 5-238; Reg. 5-238-1 thru 5-238-5

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: NP-5 Connecticut Police and Fire Union
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	772
	General Fund	276

Total Annual Wages (26 pay periods) All Funds: $51,981,011

		Annualized Basis (26 Pay Periods for All Years)			
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$67,328				
1st Year Contract: 2021-2022	$70,699	2.50%	2.51%	0.00%	5.01%
2nd Year Contract: 2022-2023	$74,526	2.50%	2.34%	0.58%	5.41%
3rd Year Contract: 2023-2024	$78,652	2.50%	2.18%	0.86%	5.54%
4th Year Contract: 2024-2025	$78,652	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$51,981,011	$3,881,321	$5,691,605	$8,102,832	$8,725,638	$8,725,638
Fringe Benefits Value of Current Items		$578,317	$848,049	$1,207,322	$1,300,120	$1,300,120
TOTAL WAGES AND BENEFITS		$4,459,638	$6,539,655	$9,310,154	$10,025,758	$10,025,758

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$1,299,525	$1,299,525	$1,299,525	$1,299,525	$1,299,525
(2) Annual Increment - On Time		$651,646	$1,303,292	$1,303,292	$1,303,292	$1,303,292
(3) $2,500 One-time payment		$1,930,150	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$3,881,321	$2,602,818	$2,602,818	$2,602,818	$2,602,818
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$1,364,596	$1,364,596	$1,364,596	$1,364,596
(2) Annual Increment - On Time			$637,349	$1,274,698	$1,274,698	$1,274,698
(3) $1,000 One-time payment - 7/1/2022			$772,060	$0	$0	$0
(4) Set top-step increment to 2.5%			$50,562	$50,562	$50,562	$50,562
(5) Eliminate step 1			$217,923	$217,923	$217,923	$217,923
(6) Increase top step bonus by $250			$32,000	$32,000	$32,000	$32,000
(7) Increase shoe allowance by $10			$7,398	$7,398	$7,398	$7,398
(8) Liquor Cntrl Supv Agts instructional stipend			$3,900	$3,900	$3,900	$3,900
(9) Increase travel reimbursements			$3,000	$3,000	$3,000	$3,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$3,088,788	$2,954,077	$2,954,077	$2,954,077
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$1,430,578	$1,430,578	$1,430,578
(2) Annual Increment - On Time				$622,806	$1,245,612	$1,245,612
(3) Eliminate step 2				$492,553	$492,553	$492,553
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$2,545,937	$3,168,743	$3,168,743
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$3,881,321	$5,691,605	$8,102,832	$8,725,638	$8,725,638
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$240,642	$352,880	$502,376	$540,990	$540,990
Medicare 1.45%	1.45%	$56,279	$82,528	$117,491	$126,522	$126,522
Unemployment 0.15%	0.15%	$5,822	$8,537	$12,154	$13,088	$13,088
SERS Normal Cost 4.1%	4.10%	$159,134	$233,356	$332,216	$357,751	$357,751
OPEB Contribution 3%	3.00%	$116,440	$170,748	$243,085	$261,769	$261,769
TOTAL FRINGE IMPACT	14.9%	$578,317	$848,049	$1,207,322	$1,300,120	$1,300,120
TOTAL COST OF CONTRACT - ALL FUNDS		$4,459,638	$6,539,655	$9,310,154	$10,025,758	$10,025,758

1199 Tentative Agreement

CONTRACT

Between

STATE OF CONNECTICUT

And

NEW ENGLAND HEALTH CARE EMPLOYEE UNION DISTRICT 1199

Effective July 1, ~~2016~~ 2021

Expiring June 30, ~~2021~~ 2025

For the Union

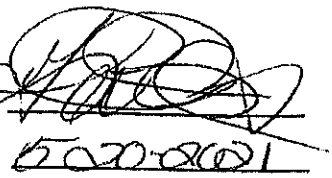
3/28/22

For the State

4/22/2021

Status Quo Proposals

1. Article #1: Recognition
2. Article #12: Class Reevaluations
3. Article #25: Jury Duty
4. Article #26: Military Leave

State 

Date 4.22.2021

Union Rebecca Simonson

Date 4/22/21

Article 2
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

SECTION ONE: The parties agree that neither shall discriminate against any Employee because of the individual's race, color, religious creed, age, sex, marital status, national origins, ancestry, physical or mental disability, sexual orientation or ~~sexual identification~~ **gender identity**, history of developmental or intellectual disability, except on the basis of bona fide occupational qualifications.

State _____ Union _____

Date 5-20-2021 Date 4/22/21

Article 3 Union Security and Payroll Deduction Section 6

The State will continue practice of providing the last 4 digits of the social security number for all bargaining unit members.

Union

State

7/22/21
Date

7/22/21
Date

1199 and the State of Connecticut tentatively agree to the following:

ARTICLE 3
UNION SECURITY AND PAYROLL DEDUCTION

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same. ~~**The employer shall ensure that dues are continued to be deducted from any employee who has internally transferred within the State, according to existing practice.**~~ The employer shall maintain its current practice of payroll deductions for employees that transfer to a different state agency.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

> I hereby request and voluntarily authorize and direct my Employer to deduct the applicable dues/ initiation fees from my wages or salary as required by the New England Health Care Employees Union, District 1199 SEIU and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 SEIU. This authorization shall remain in effect unless I revoke it by sending written notice via U.S. mail to both the employer and New England Health Care Employees Union, District 1199 SEIU. This authorization is voluntary and is not a condition of my employment, and I can decline to agree with it without reprisal. I understand that all members benefit from everyone's commitments because they help to build a strong union that is able to plan for the future.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section Five. ~~The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee within a week after the payroll period in which such deduction is made. "as soon as available" or "as soon as practicable" (defer to current contract language) after the payroll period in which such deductions are made.~~ **The State shall continue its practice of providing biweekly bargaining unit lists.** ~~**containing all information connected to an individual recorded in the State's database.**~~

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for

such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

SECTION SEVEN. No payroll deduction of dues 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 deduction be made from subsequent payrolls to cover the period in question.

SECTION EIGHT. ~~The Employer **shall maintain current practice and** agrees to furnish the Union (77 Huyshope Avenue, Hartford, CT 06106) each~~ **week** ~~with the names of newly hired Employees, their addresses, **last 4 digits of SSN #,** social security numbers, classification, date of hire, **and work location.**~~

The Employer will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, middle initial, last 4 digits of SSN#, date of hire, rate of pay, total hours worked in the reporting period, dues paid, initiation fee paid, employment status, employee ID, agency, job title, department, work location, shift, work telephone number, home address, ~~home phone, cell phone~~ ((d), race, gender ~~and effective date of action~~. The employer shall provide the employee's home telephone number and personal cellular telephone number upon confirmation by the union of the employee's written authorization.

If dues were not deducted for a member, an explanation should appear in place of the deduction, L.O.A., Termination.

~~the names of terminated Employees, their date of termination and the names of Employees on unpaid leaves of absences in excess of five (5) days with leave and return dates.~~ The Employer also agrees to provide the Union a monthly list of **the names and work locations of Employees who have transferred; the names of newly hired employees working in a temporary, durational, or emergency capacity;** the names of terminated Employees, either permanent or temporary, their date of termination; the names of Employees on unpaid leaves of absences in excess of five (5) days with leave and return dates; and Employees who are receiving workers' compensation benefits. **All reports shall include the information as defined in Section 8 of this article.** ~~The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings that may ensue as a result of having furnished the Union Employees' social security numbers.~~

SECTION NINE. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION TEN. Union dues shall not be deducted for any other Employee organization.

SECTION ELEVEN. The State shall continue the voluntary payroll deduction for the Union's political action organization/solidarity fund.

Rebecca Lawson
For the Union

Sarah O Cook
For the State

2/28/22
Date

2/28/22
Date

1199 and the State of Connecticut tentatively agree to the following:

ARTICLE 4
UNION RIGHTS

SECTION ONE. Employer representatives shall deal exclusively with Union delegates or representatives in the processing of grievances or any other aspect of contract administration, subject to the right of an Employee to process his/her grievance without Union assistance as provided in Article 32.

SECTION TWO. In January of each year, the Union will furnish the Employer with the list of delegates at each work site and list of staff representatives and shall keep the lists current. Such information shall be directed to the Office of Labor Relations, with a copy sent concurrently to the facility or office affected.

SECTION THREE. Union staff representatives shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees and for the purpose of administering this Agreement. In all cases, a Union representative shall give advance telephone notice to the facility prior to arrival on premises. Such telephone notice shall be given to the designated management official at the facility. The Union representative shall indicate the approximate time of the planned visit and, if known, the areas to be visited. However, this shall not limit the representative from visiting other areas provided he/she first advises the ~~Human Resources office~~ assigned Labor Relations professional or the head of the department being entered. Union representatives shall not use cameras or other recording devices in facilities or institutions without prior management authorization. Such visits shall not interfere with the operation of the Employer.

The Union shall have the right to use the State's electronic mail systems (e.g., State email) to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other State device ~~to visit the Union's website, and to use a State computer or other device~~ to interact with an authorized Union representative in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

SECTION FOUR. Delegates will notify their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. When notifying their supervisors they are conducting Union business, the Employee will state the name of the Employee involved, his/her location, indicating what type of Union business is to be discussed, and the approximate time needed. When entering a work location other than his/her own, the delegate will notify the department head of his/her presence. A delegate thus engaged will report back to his/her supervisor on completion of such duties and return to his/her job and will suffer no loss of pay or other benefits as a result thereof. Such visits shall not interfere with the operation of the Employer. A supervisor may request postponement of a visit if patient/client care needs require. Delegates designated by the Union to have responsibility for community-based operations will be allowed reasonable travel time within reasonable geographic boundaries. The Union will propose boundaries, and if the Agency disagrees, the parties shall meet to reach an accommodation. The State will bring any problem that arises under this Section to the Union's attention, and the Union will cooperate in attempting to resolve such problems. State agencies will use the form in Appendix G to account for delegates' release time for contract administration. This provision shall not be interpreted to limit delegates' rights under this Article. Delegates will cooperate fully in providing such information in a timely fashion.

SECTION FIVE. The Employer will furnish reasonable bulletin board space at each facility for the posting of Union notices. Such notices shall not be used for material of a partisan political nature. Neither the Union nor the Employer will post derogatory remarks concerning Employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

SECTION SIX. The Employer agrees to provide the Union, upon request and adequate notice, access to all readily available 9 materials and information necessary for the Union to fulfill its responsibility to administer this Agreement and represent its membership. The Union shall reimburse the State for the expense and time spent for duplicating extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to patient information except as allowed by law or to personnel records except as provided in Article 37.

SECTION SEVEN. UNION BUSINESS LEAVE.

NP-6 (A) The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of six thousand one hundred and fifty (6,150) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Undersecretary for Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

P-1 (A) The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of two thousand two hundred and fifty (2,250) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Undersecretary for Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.
(B) Not more than three (3) Employees elected or appointed to a full-time office or position 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 10 the Undersecretary for Labor Relations. Upon return from such leave, the Employer shall offer the Employee a position in the same classification and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. This Section obligates the Employer to offer the Employee a position in the same facility from which the Employee went on leave, unless such placement is not practicable. If the Employee is not placed on the same shift upon return from leave, he/she will be placed on the same shift when the first opening occurs. Not more than one (1) Employee from any facility or two (2) Employees from the same Agency will be granted a leave of absence under this section.
(C) For the first three sessions of negotiations for a successor to this Agreement, up to seven (7) Employees from the P-1 bargaining unit and up to ten (10) Employees from the NP-6 bargaining unit shall be given paid time off for attendance at the sessions. The State shall cooperate in arranging unpaid time off or Union Business Leave in accordance with subsection (a) above for other members of the Union's committee. Provided, however, unpaid time off shall not be granted if the effect would be to incur overtime costs. Release of specific Employees is subject to patient/client care needs. During the first three sessions, the parties will work out arrangements for release time for the remainder of the negotiations which in no event shall be greater than provided above.

SECTION EIGHT. ~~Once a month at each institution all new Employees shall be released from work, if they so desire, for one (1) hour without loss of pay to attend a Union orientation.~~ **Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union's orientation.**

If the Employer chooses not to schedule its orientation within thirty (30) days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs. The Union will provide all new Employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

SECTION NINE. When space is available, the Employer will make such space available to the Union for meetings once a month. Patient/client activities will preempt Union meetings. Additional personnel costs will be charged to the Union if incurred.

SECTION TEN. Union delegates or representatives may use State phones for Union business calls provided that calls are not charged to the State. Consistent with agency rules, personal cell phones may be used for such calls of short duration. Union Delegates may receive calls for short duration or messages from Union representatives, provided that there is no interference with patient/client care. If a call is not put through, a message will expeditiously be given to the delegate. Intra-facility telephone calls of a ~~11~~ short duration are allowed, provided that there is no interference with patient/client care. The Union will cooperate in preventing abuse of this Section. After discussion with the Union, if there is continued abuse, the Employer may revoke the delegate's right to use telephones.

SECTION ELEVEN. When an Union Business Leave (UBL) request is made to the ~~Director~~ Office of Labor Relations, with a concurrent copy to the applicable Agency, the written request shall include the reason(s) for the UBL, such as attendance at "Executive Board meetings, Union Conventions in the United States, or delegate training sessions", as prescribed by the Contract.

Rebecca Rebecca Lucas
For the Union

Gerald Cook
For the State

2/28/22
Date

2/28/22
Date

Article 4
UNION RIGHTS

SECTION 11: When a Union Business Leave (UBL) request is made to the ~~Director of Labor Relations~~ **Undersecretary for Labor Relations** with a concurrent copy to the applicable Agency, the written request shall include the reason(s) for the UBL, such as attendance at "Executive Board meetings, Union Conventions in the United States, or delegate training sessions", as prescribed by the Contract.

State _____

Date 5-20-2021

Union _____

Date 4/22/21

The State of Connecticut and District 1199NE tentatively agree to maintain status quo on the following:

Article 7: "No Strikes-No Lockouts"

Article 24: "Civil Leave"

Article 28: "Retirement"

Article 40: "Past Practices"

Article 43: "Savings Clause"

Article 44: "Entire Agreement"

Article 45 "Supersedence"

MOU 4: Regarding Article 18: Work Assignments, section 4"

MOU 18: "Cost Items"

MOU 24: "Regarding Layoffs within the Department of Developmental Services: P-1 Bargaining Unit

Union

12/4/20

Date

State of Connecticut

12-9-2020

Date

4/22/2021

Article 8 Section 4 WORKING TEST PERIOD

The Working Test Period may, ~~with the approval of the Commissioner of the Department of Administrative Services~~ with notice to the Union, be extended on an individual basis for a definite period of time not to extend three (3) months in the case of a non-competitive positions and six months in the case of competitive positions.

State _____

Date 5-20-2021

Union _____

Date 4/22/21

Article 9

1199 and the State of Connecticut tentatively agree to the following contract language:

- Article 9, section 18, strike the following language, **"The Employer may require Employee to surrender the state issued beeper as a condition of becoming eligible for the stipend. In the event that the Employee does not wish to use the Employee's personal cellular telephone, the Employee shall retain possession of the state issued beeper."**

Union

7/20/21

Date

State

7/20/21

Date

SEBAC WAGE

ARTICLE 9

COMPENSATION

THE FOLLOWING SHALL REPLACE APPLICABLE SECTIONS ONE AND TWO OF COMPENSATION ARTICLES:

SECTION ONE. GENERAL WAGE INCREASE.

Section One.

Special Lump Sum Payments:

Retroactive to July 1, 2021 eligible full-time employees shall receive a special lump sum payment in the amount of $2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of $1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

General Wage Increases:

Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit, and for employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired.

Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one- half percent (2.5%).

B) Notwithstanding subsection (A) above, new hires in the classifications listed below shall be paid at a rate of Step 1 of one salary grade below the established salary grade for the classification subject to furlough day adjustments. Upon successful completion of the working test period, effective the payroll period following, the Employee shall be compensated at Step 1 of the classification. Employees who have previously completed a working test period in an 1199-covered direct-care position shall not be subject to this reduced training rate upon transfer or promotion. Mental Health Trainee Mental Health Assistant I, Developmental Service Worker I Children Services Assistant Children Services Worker

Section Two.

Annual Increments:

Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit, and to eligible employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired. Those employees eligible for a top step bonus shall receive such payments when increments are paid.

For contract year 2022-2023, employees will continue to be eligible for annual increments in accordance with exiting practice.

For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with exiting practice.

No statutory interest shall accrue as a result of the delayed payment of the above increases and lump sums.

Retirees:
Employees who retired after July 1, 2021 will be eligible for retroactive general wages increases and, as applicable, annual increments through their date of retirement. The State will have five (5) years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this five-year period.

4th Year Wage Reopener (FY25) – GWI AND AI:
Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 9 (Compensation), Section 1, (General Wage Increase) and Section 2, (Annual increment). All other provisions shall remain in full force and effect.

Sarah Cook 2/28/22
For the State

Rebecca Jones 2/28/22
For the Union

1199 and the State tentatively agree to the following language:

ARTICLE 11

Method of Salary Payment

Section Two: (A) "Effective ~~July 1, 2021~~ **[July 1, 2022]**, or as soon thereafter is practicable, all employees shall participate in direct deposit of their paychecks."

Union

State

7/22/21

Date

7/22/21

Date

2/14/2022 1199 and The State tentatively agree to the following:

Article 16, section 11: Continuity of Employment

- "In the event a reallocation or reduction in the workforce becomes necessary at the Departments of Mental Retardation or Mental Health and Addiction Services as a result of the change to community based programs (deinstitutionalization), the provisions of this Section shall apply to all Department of Mental Health and Addiction Services Employees with permanent status on or before July 1, ~~2016~~ [**2021**] and to all Department of Developmental Services Employees with permanent status on or before July 1, ~~2016~~ [**2021**]."

Article 21: Holiday

- "The maximum value of a holiday is eight (8) hours."

Article 23, section 2: Leaves of Absence

- change "5-248a" to "31-51kk" CGS per the 2017 SEBAC Agreement.

Article 46: Duration of Agreement

- This Agreement shall be effective on July 1, ~~2016~~ [**2021**], and shall expire on June 30, ~~2021~~ [**2025**].

Article 47: Essential Employees

- change all references from "Essential" to "Level One".

Delete MOU #10: UCONN Health Center Faculty Physicians List

Delete MOU #31: Job Security

Delete MOU #32: Reopener Per Framework

For the Union

2/28/22

Date

For the State

2/28/22

Date

1199 TENTATIVE AGREEMENT

MEMORANDUM OF AGREEMENT 15
~~REGARDING A PILOT PROJECT~~ TO REDUCE
MANDATORY OVERTIME IN ~~CORRECTIONAL MANAGED HEALTH CARE~~ THE DEPARTMENT OF CORRECTION

Purpose ~~of Pilot~~: To reduce mandatory overtime for medical nursing staff by increasing the number of Employees volunteering for overtime and to assist in improving Employee morale.

Duration ~~of Pilot~~: ~~This pilot project began on July 1, 2005 and has been extended to the 2009-2012 collective bargaining agreement (and its successor). The pilot~~ It will be reviewed periodically by the parties during its duration and modifications to it may be made by mutual agreement. Either party can discontinue ~~the pilot~~ with 60 days advance notice, or with the posting of the next schedule, whichever is later.

A list of questions and answers to clarify the intent of this language is maintained by a standing Labor-Management committee and changes are mutually agreed upon.

1. **Procedure:** The ESOS program will include all facilities at the DOC and will be open to all Heath Services staff including LPC and CSW positions. The functional units ~~currently participating in the pilot (Garner CI, Hartford CC, York CI, MacDougall-Walker CI, Cheshire CI/MYI and Corrigan),~~ will schedule their Employees, including their complement of per diem personnel, in the normal fashion. Any open slots that remain after this scheduling will be posted for facility and statewide voluntary overtime, with preference given to Employees from the home facility first. "ESOS" slots(s) will be utilized to cover call-outs/shortages over and above the known open slots in the schedule. ESOS slots may be established for full or partial shifts, as determined my management (minimum of 2 hour block). These slots may also be added after the schedule is posted if situations change as long as the shift has not begun.

2. Staff who put their names on an ESOS slot must be available to work for all time they sign up for. Once a name is put on the list, it cannot be removed unless the manager is notified in writing AND a replacement is found by the Employee. If more Employees sign up for a shift than available slots, the Employees used will be rotated to the extent possible. Preference for selection will be given to Employees who sign up for the full time needed by management, and who are the appropriate level CHNSs may sign up for ESOS slots, but will have last preference for the openings. Within these limits, management will select which Employee is called, and how many Employees are called to work. Except as otherwise agreed, Employees who sign up for ESOS will also be eligible for mandations. Employees who sign up for ESOS slots that are designated for call outs/shortages will be called from the ESOS list as they are needed. Employees may be called to work before the shift begins, at the time of the shift, or for 30 minutes after the shift begins. Employees will be expected to reach the facility within 30 minutes of when they are called, or the start of the shift, whichever is later. Employees must provide a certain method of reaching them – i.e. pager, cell phone – not answering machines – if they are not at the facility.

Employees can be bumped from an ESOS shift if there is a less expensive alternative that fills the shift, for example, use of per diems on regular hours, or an Employee who is willing to work the shift as voluntary overtime.

Employees can also be bumped from an ESOS shift if the overtime is deemed to be unnecessary and is cancelled. If an employee is called for ESOS and is no longer needed they can choose to work for two hours or they can choose to go home and not get compensated.

3. **Sanctions:** Employees who sign up but are not reachable, do not show up, erase their name or do not get a replacement, will not be allowed to sign up for ESOS for a 30 day period (first offense) and a 90 day period (second or subsequent offenses) but are still eligible to be mandated.

4. **Pay:** Employees who sign up for ESOS slots and who are called to work and work in the functional unit shall receive double time pay for the ESOS hours.

5. **Eligibility:** Employees with 8 hour notes or other time reduction notes who are not mandatable are not eligible for ESOS signups.
Employees must work at least two voluntary overtime shifts or one voluntary shift and have been mandated one time in the month prior to working an ESOS shift to be eligible for the ESOS payment. Two half shifts may be substituted for one full shift requirement. Voluntary overtime of less than one half shift will not be counted.
6. **Mandations:** If no Employee has volunteered for a standby slot, or if enough Employees have not volunteered, or in other unforeseen circumstances, ~~CMHC~~ DOC retains the right to mandate Employees to provide necessary staffing coverage. In those situations, double time will be paid consistent with Article 13, Section 13 (A). The agency will provide to the union on a monthly basis the overtime reports at ESOS facilities. The functional units involved ~~in this pilot~~ shall still maintain a mandatory overtime list for those situations where mandates must occur, as discussed above. Except as otherwise agreed, Employees who sign up for ESOS will also be eligible for mandations.
7. For the purposes of this Agreement, double time pay shall not apply to holdovers of 1 hour or less. Holdovers in this context are used for the purpose of waiting for late-arriving staff, counting medications or sharps, receiving report or completing a code. In those circumstances, straight time or time and one half (if over 40 hours) will be paid, and the Employee shall not be deemed to be mandated. The Employee would not move on the mandatory overtime list. Notwithstanding the language of Article 13, Section 13 (B), if the holdover is more than 15 minutes, Employees may choose to work the entire hour and be paid for the full hour, or be released when finished and paid for the actual time worked.
8. For the purposes of this ~~pilot~~ program, staff are not required to sign up for overtime in their own facilities first, and may participate in ESOS signup. However, Employees cannot sign up for ESOS hours during a time that they are already scheduled to work or have approved time off, can't sign up for the same slot in two different facilities, and if they are selected for overtime in their own facility first, that takes precedence. Employees who are on an ESOS shift will only be pulled back to their own facility as a last resort.
9. **Call Outs:** For the purposes of this ~~pilot~~ program, ~~pilot~~ facilities will require Employees to call out at least 2 hours in advance of their shift if they are going to be absent for a normal shift.
10. **Travel Time:** Employees who travel between facilities to do ESOS overtime will be paid for the travel time at regular pay rates if the shifts are continuous. Double time ESOS payment will be paid only while working at the facility where you are doing this shift. If the shifts are not continuous, you travel on your own time.
11. The parties may modify these provisions by mutual agreement at any time.

FOR THE STATE: Sarah D Cook

DATE: 2/28/22

FOR THE UNION: Rebecca Lemaire

DATE: 2/28/22

1199 and The State of Connecticut tentatively agree to maintain the following as status quo:

- Article 17 Temporary Service in a Higher Class
- Article 41 Meals and Housing
- MOU #8 Part Time Hours -- Regarding Article 20, section 2

Union

7/20/21
Date

State

7/20/21
Date

1199 and The State of Connecticut tentatively agree to delete the following articles:

- MOU #19 Regarding Furlough Days
- MOU #20 2017 SEBAC Agreement Framework

Rebecca Lomax

Union

7/22/21

Date

State

7/22/21

Date

1199 and The State agree to the following proposal:

ARTICLE 22 SICK LEAVE

SECTION ELEVEN. LEAVE DONATION. From time to time, on an as needed basis, NP-6 or P-1 bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a member of either the NP-6 or P-1 bargaining unit who has at least six (6) months of State service and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. Such donation may occur between different employing agencies. The Union or group of Employees, but no individual Employee, may initiate such donation requests using the form set forth as Appendix D. No Employee may solicit donations on his or her own behalf. No Employee may donate more than five (5) days of sick leave semi-annually. **[Donated leave will be credited to the employee, effective the first full day the employee has exhausted all accruals and is absent without leave.]** Said benefit shall be subject to review and approval by the Undersecretary for Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Undersecretary.

SECTION TWELVE. Sick leave entitlement shall not accrue when an Employee is absent from work without pay in excess of five (5) work days in any calendar month.

SECTION THIRTEEN. Notwithstanding any other provision of this contract, Employees who work a 40 hour schedule shall accrue sick leave at a rate of 10 hours per month and shall be paid sick leave at the rate of eight (8) hours per day of sick leave use.

Rebecca Sorensen

For the Union

Sarah O Cook

For the State

2/28/22

Date

2/28/22

Date

Modify Article 29 Section 5 Work Related Disabilities

add "The Employer shall request that the Employee provide documentation from a medical provider that said employee is released to full duty before returning the Employee to work."

Rebecca Simmons

For 1199

2/28/22

Date

Sarah Coon

For the State

2/28/22

Date

Modify Article 32 Grievance and Arbitration Procedure

Section Seven: Arbitration The parties established a panel of six (6) arbitrators, who are experienced in health care and public sector labor relations. Submission to arbitration shall be by certified letter to the Undersecretary for Labor Relations or Union. Submission to Arbitration shall be filed electronically to the Undersecretary for Labor Relations and the Union.

1. The Union will transmit grievance forms, in PDF format, to the Office of Labor relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email.

2. The Office of Labor Relations shall send Step 2 conference notices and Step 2 answers to the Union to a dedicated email address established for this purpose in PDF format. The Union agrees to acknowledge receipt of such transmissions by responsive email. The Union shall submit grievances that fall under Article 33, suspensions terminations, demotion and/or lay-off to arbitration using the same dedicated email address

in PDF format. Said transmissions shall be directed to the OLR staff person assigned the responsibility of scheduling arbitrations (currently Tatiana Holmes). The Office of Labor Relations shall acknowledge receipt of said arbitration appeals by responsive email. This process is in lieu of the current practice as prescribed by contract of submission via certified mail, postage prepaid to the Undersecretary of Labor Relations.

3. Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission **or via fax** to the Office of Labor Relations, shall not be negatively impacted by this Agreement. **Faxed grievances shall be limited to instances where electronic submission is not available at the worksite.**

4. The dedicated email addresses shall be communicated to each party within fifteen (15) days following legislative approval of this Agreement. The date the recipient, of any electronic transmissions, receives the transmission, shall determine whether said submission was timely as required by the Contract. Nothing in this agreement shall be construed as modifying the contractual requirements regarding grievance submissions at Step One.

Rebecca Iverson

For 1199

2/28/22

Date

Sarah Cook

For the State

2/28/22

Date

1199 and the State of Connecticut tentatively agree to the following contract language:

ARTICLE 29, SECTION ONE: Upon presentation to the facility of an injury claim form and supporting medical documentation as the result of a claimed on-the-job injury **or illness, consistent with Workers Compensation standards,** the Employee shall continue to receive his/her regular biweekly salary.

ARTICLE 29, SECTION SIX (C): Such selective duty can be found without **a reasonable** fear of further injury **or illness** to the Employee.

ARTICLE 33, SECTION TWO. Unless otherwise provided under Regulation 5-240, an Employee shall be given three (3) days written notice with pay prior to the effective date of any disciplinary demotion, suspension or dismissal. The Employer will notify the Union via electronic transmission including efax/facsimile to the Union headquarters of any discharge, suspension or demotion concurrent with written notice to the employee. Such written notice shall cite the reasons for the discipline, the effective date of discipline and notice of right of appeal. **Any such written notices of disciplines, and all grievance responses will be submitted by Employer to the designated email address statenotifications@seiu1199ne.org.** If the Union or the Employee desires to grieve the disciplinary action, written notice thereof shall be given in compliance with Section Three within fourteen (14) days of receipt of such notice, or else the grievance is waived, notwithstanding any provision in the Agreement to the contrary."

ARTICLE 33, SECTION SEVEN: In cases where the appointing authority determines it to be in the best interests of the State to place an Employee on administrative leave of absence while the determination concerning Employee discipline is being decided, such leave of absence shall be with pay and shall not exceed two (2) months. If an Agency determines that extenuating circumstances exists such that said administrative leave should exceed two months, the Agency must obtain permission of the Office of Labor Relations prior to exceeding the two-month period. **The Agency must notify the Union of its request for permission to extend the two month period to the Office of Labor Relations.** The Office of Labor Relations shall, in consultation with the Union, approve such request, or offer alternative suggestions to the Agency. Except as otherwise required by law or court order an Employee's placement on administrative leave shall not be reported to the licensing Agency unless it has been determined by the Employer that the Employee has committed a reportable offense and discipline has been imposed.

ARTICLE 33, SECTION EIGHT INVESTIGATORY INTERVIEW
An Employee who is being interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified of his/her right to have a Union delegate or other Union representative present, provided this provision shall not unreasonably delay completion of the investigatory interview. **The employee is entitled to review all relevant**

video and/or audio evidence during the investigation. This provision shall be applicable to the investigation before, during or after the filing of a charge against an Employee or notification to the Employee of a disciplinary action. **If no disciplinary action is taken the employee shall, upon request, be notified in writing the outcome of the investigation.** The provisions of this Section shall not be interpreted to prevent a supervisor from questioning Employees at the scene of the incident.

ARTICLE 33, SECTION ELEVEN: Prior to suspending or terminating an Employee, the Employer shall provide the said Employee with an opportunity for a "pretermination hearing", in accordance with the decision of the Supreme Court in Cleveland v. Loudermill, 470 US 532 (1975). At such "pretermination hearing", the Employer shall:
(A) apprise the Employee the charges against him/her;
(B) explain to the Employee the evidence regarding the charges against him/her **including review of a summary of all video and/or audio evidence with the employee;** and
(C) provide the Employee with an opportunity to respond.

ARTICLE 34, SECTION TWO (A): The Employer shall adhere to its safety policies, including those dealing with heavy lifting. **The Employer shall ensure the workplace utilizes or maintains the DPH recommended sanitization procedures, including but not limited to, disinfection., Where appropriate, air ventilation, and distant workspaces shall be pursued. The Employer shall provide all employees with the appropriate Personal Protective Equipment (PPE) based upon availability and CDC or DPH guidelines.**

ARTICLE 34, ADD **SECTION TWO (E)**: **"Each facility shall maintain, or have access to a stockpile of appropriate PPE to meet employee and client safety needs consistent with DPH guidance. Upon request, Tthe employer shall provide a report to facility delegates of the current stockpile of PPE, ~~at regular facility Labor Management Committee meetings and all safety committee meetings and at the request of facility delegates.~~**

Rebecca Lawson
1199

State

11/9/21
Date

11/30/21
Date

1199 and the State of Connecticut tentatively agree to the following contract language:

Article 34 – Workers' Rights and Safety Section 6B

"The Employer shall advise immediately in writing Employees when the Employer knows they are exposed to infectious or communicable diseases and assist them in taking preventive measures which are consistent with patient/client care responsibilities. The Employer shall advise Employees in writing any relevant changes or updates to CDC or public health guidelines and instructions on how to implement new changes in a timely manner."

1199

State

12/29/21

Date

1/22/2022

Date

1199 Tentative Agreement

ARTICLE 35

TRAINING AND TUITION REIMBURSEMENT AND QUALITY OF WORK LIFE

SECTION ONE. The Employer, through its agencies, recognizes the responsibility to provide on-the-job training as well as relevant education and training opportunities for its Employees. **SECTION TWO.** The State will provide reasonable advance notice of any training opportunities to all Employees, and such notice shall encourage interested Employees to apply for the training. Seniority shall be considered as a factor in selection in determining the composition of upward mobility training classes. Sections One and Two of this Article shall apply to part-time Employees under twenty (20) hours. **SECTION THREE. TUITION REIMBURSEMENT. (A)** Any Employee who has completed six (6) months of service and is continuing his/her education in a job-related area, or in a healthcare related field that will assist the Employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of nine (9) credits or the equivalent per semester. **(B)** Upon legislative approval and retroactive to July 1, 2021 and each year of the contract there after, there shall be a joint (P-1/NP-6) fund for the purpose of tuition reimbursement. This joint fund shall have $705,000 appropriated on or about July 1st of each year, 2017. Funds that are unexpended in one contract year shall carry over into the next contract year provided, however, that the tuition reimbursement fund will expire on the expiration date of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, within the remaining available funds up to three (3) ~~months following expiration of this Agreement. Funding for this program from July 1, 2016 through July 1, 2017 shall be governed by SEBAC 2017 agreement.~~ **(C)** The Employer and the Union agree that allocations to all of the agencies shall be pooled and administered jointly on a centralized basis. Each Agency shall designate a tuition reimbursement coordinator to administer its allocation of the fund. **(D)** An Employee applying for tuition reimbursement must submit the appropriate forms to the Agency's tuition reimbursement

85 coordinator not less than two (2) weeks prior to the start of the course. Applications may be found at **www.DAS.CT**. Incomplete or incorrect applications shall not be accepted, but shall be returned to the Employee. Applications which are complete and correct shall be processed on a first come, first served basis, until all of the allocated funds are committed. Any additional applications shall be placed on a numbered waiting list according to date received. Within thirty (30) days of receipt of an application, the Agency shall notify the Employee in writing

that the application has been approved, denied or placed on the waiting list, indicating its assigned number. Late applications shall be reviewed by the parties for compelling circumstances consistent with the current practice. **(E)** Applications for tuition reimbursement for courses offered at non-accredited institutions shall be subject to approval by the Statewide Human Resources Management Division section of the Department of Administrative Services, prior to submission to the Agency tuition reimbursement coordinator. **(F)** Following approval of a tuition reimbursement application, an Employee shall notify the Employer if he/she decides not to take the course(s) or to drop a course(s), so that funds may be utilized for another Employee within the Agency. Upon presentation of evidence of payment and successful completion of the course(s) the Employee shall receive tuition reimbursement as follows: Full tuition reimbursement equal to 75% of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs, however such reimbursement shall not exceed the actual cost of each course. The Employee shall submit the documents necessary for reimbursement as expeditiously as possible, following completion of the course(s). The Employer shall process tuition reimbursement payments as expeditiously as possible. **(G)** For purposes of this Section, tuition reimbursement means any fees payable to the educational institution, except textbooks. **(H)** At the end of each fiscal year, all uncommitted funds shall be used to reimburse Employees on a combined, statewide waiting list based upon the date of receipt of the original application by the Agency tuition reimbursement coordinator. Applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement shall be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.
86 **SECTION FOUR. COMBINED EDUCATION AND TRAINING FUND.** ~~A combined Education and Training Fund of $382,000 for contract year 2017 shall be established.~~ Effective upon legislative approval and retroactive to July 1, 2021 and forward this program shall be funded at $397,000. The fund shall combine the purposes of the following preexisting funds: **(A) CAREER MOBILITY FUND.** Funds a bank of leave hours for Employees who are pursuing a healthcare related higher education degree or license/certification program. The cost of such leave hours to be deducted from the Combined Education and Training Fund shall be $25.00. This program is not intended to replace or fund any existing programs. **(B) CERTIFICATION ASSISTANCE FUND.** Provides P-1 and NP-6 members' reimbursement for the cost of (1) healthcare related licensure/certification/re-certification fees (initial or renewal), (2) healthcare related licensure/certification/re-certification related examination fees, (3) healthcare related workshops required for licensure/certification/re-certification when there is no Conference and Workshop Funds available. If a license and/or certification is a job requirement, see Article 30, Indemnification and License Fee. **SECTION FIVE. EDUCATION AND TRAINING COMMITTEE.** A statewide Labor-Management

Steering Committee shall meet semi-annually during the months of October and April, and will be co-chaired by the Assistant Director of the Office of Labor Relations and a Union Vice President. This committee shall provide oversight of Education and Training activities, allocation of funds and shall also: (A) Conduct needs assessments and develop plans to meet these needs. (B) Make recommendations to the union and state each contract year for transfers of uncommitted moneys from any tuition or work shop fund to another fund. Upon agreement of the state and the union, uncommitted moneys from one fund may be transferred to supplement another fund during the term of this agreement. (C) Coordinate QWL training activities with other programs. (D) Monitor usage of the combined education and training fund and develops guidelines to ensure that all funds are distributed equitably. (E) Make recommendations regarding disputes over the use of Education and Training funds.

87 The appropriate Agency shall prepare requests for proposals, develop contracts and apply the proper procedures to ensure payment to vendors. The Statewide Human Resources Management Division of the Department of Administrative Services may assist when necessary. The Labor Management Education and Training Committee shall be chaired by the Administrator (referenced in Section Eleven) and compose of five (5) members of the NP-6/P-1 bargaining units and five (5) agency representatives. The Committee shall: **(A)** Select recipients who will receive Education and Training funds. **(B)** Review and allocate moneys quarterly for P-1 bargaining unit Employees for special workshops funded under the Combined Education and Training Fund. **(C)** Review and monitor courses and/or programs funded under the Combined Education and Training Fund, or by special agreement through tuition reimbursement. **(D)** Assist in the selection of vendors/contractors. **(E)** Track students' progress. **(F)** Develop a system for selecting Employees who will receive release time for Career Mobility or other release time programs. **SECTION SIX. CONFERENCE AND WORKSHOP FUNDS.** **(A)** Upon legislative approval and retroactive to July 1, 2021 there after shall be a combined NP-6/P-1 fund of ~~$380,000~~ $395,000 ~~appropriated on or about July 1, 2017~~ for attendance by bargaining unit Employees with more than six (6) months of service at professional seminars, workshops or conferences. ~~Effective July 1, 2019, this fund shall be increased to $395,000.~~ Effective July 1, 2018, each Employee shall be entitled to a maximum of one thousand and five hundred ($1,500.00) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. Conference/Workshop Funds of $1,500.00 can be combined once in any two (2) years. The combining of funds can occur by combining the annual allotment from the current contract year with any unused annual allotment from the previous year or by combining the annual allotment from the next contract year. Reimbursement for travel, food and lodging shall be consistent with Article 31 (Travel Reimbursement) of the Agreement and applicable State travel regulation. Funds not reserved for seminars, workshops or

88 conferences may be transferred to the joint tuition reimbursement fund, upon request of the Union. Funds committed for workshops/conferences in one fiscal year shall carry over to the next fiscal year. **(B)** Requests for attendance at professional seminars, workshops or conferences must be submitted to the Agency head at least three (3) weeks in advance. Upon approval, the Agency head shall forward the request to the Comptroller at least two (2) weeks in advance of the attendance. The Employer shall give due consideration to requests which cannot be submitted in accordance with the specified time limits. **(C)** If an Employee who has had a conference/workshop approved does not attend such, notice of cancellation shall be provided to the facility's business office, which shall promptly notify the Comptroller of said cancellation. As soon as possible, but not more than thirty (30) days following the conference/workshop, the Employee shall submit a claim for reimbursement on the appropriate form and send required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop/conference was scheduled, the funds committed for that activity shall be released and made available for others. **(D)** A pattern of unreasonable denial of any Employee's request to attend workshops/conferences may be grieved through the second step of the grievance procedure. **(E)** Management shall attempt to share information on conferences/workshops with interested Employees, consistent with the local procedure for distribution of that type of material. However, management cannot be responsible for removal of notices from bulletin boards or failure of others to forward information. **(F)** Part-time Employees under twenty (20) hours in the P-1 and NP-6 bargaining units who have at least one (1) year of continuous service shall be entitled to participate in the Conference and Workshop Fund described in this Section, except that the amount of annual entitlement shall be $175 and Employees shall attend such programs on their own time. The facility will attempt to make equivalent hours available. A fund of $10,000 shall be established for these Employees and the same application and processing procedures in this Section shall apply.

89 **SECTION SEVEN. QUALITY OF WORK LIFE FUND.** There shall be a combined NP-6/P-1 Quality of Work Life Fund of two hundred thousand dollars ($200,000) appropriated upon legislative approval and retroactive to July 1, 2021 and each year of this agreement ~~and each contract year~~. Funds not expended in one contract year shall be carried forward into the next contract year and added to that year's allocation. Funds not expended from the contract which expires on June 30, ~~2020~~ 2025 shall rollover into the successor agreement. (A) P-1 Special Workshop Fund. Funds professional workshops suggested and arranged through the Education and Training Committee on topics of professional interest to bargaining unit Employees. Proposals for workshops are jointly submitted by Union and Management and may originate at the facility, Agency, or State level. Upon

Committee approval, the originating parties shall be responsible for coordinating the workshop. The Education and Training Committee, including an OLR designee and Union officer, will be responsible for establishing guidelines in accordance with such goals and objectives, subject to the approval of the Undersecretary for Labor Relations or designee. **SECTION EIGHT. FIELD SERVICE LEAVES FOR P-1 EMPLOYEES.** In addition to the above, Field Service Leaves may be established to provide an opportunity for Employees to benefit from on-going professional development through service activities in field settings. The Field Service Leave will be restricted to an activity or activities of direct benefit to the Agency. To be eligible, members must submit a proposal, in writing, outlining the plan of service activity. All applicants must have a minimum of five (5) years of State service and be at the Masters or Ph.D. level. Selection will be made by the respective Commissioners. Employees will receive regular pay during the period of Field Service Leave and Conference and Workshops, plus compensation in accordance with State Travel Regulations. **SECTION NINE. SABBATICAL LEAVE FOR P-1 EMPLOYEES.** For each year of this Agreement one (1) research scientist/specialist per Department (DMHAS OR DPH) may be granted a sabbatical leave, either for one (1) year at half pay or six (6) months at full pay. In order to receive such a leave, a research scientist/specialist must have completed six (6) years of full-time service. Applications for such leave shall be made to the appropriate Commissioner and shall specify, in detail, the nature of the project or lecture trip to be undertaken and the value of such to the scientist/specialist and the institution. Application
90 must be made at least ninety (90) days in advance of the anticipated leave. Not more than three (3) sabbatical leaves may be granted during the term of the Agreement. **SECTION TEN. P-1 SOCIAL WORKERS/CASE MANAGERS AT THE DEPARTMENT OF DEVELOPMENTAL SERVICES. (A)** Eight (8) social workers/case managers, program managers currently employed by the Department of Developmental Services and matriculated in a BSW or MSW program with a course load of at least two (2) courses, shall be granted one (1) day (7 hours) per week of release time for the purpose of attending classes. In the event an individual completes or drops the pursuit of the BSW or MSW degree, an Employee in their region or facility may be substituted. **(B)** The Department of Developmental Services may provide additional time off, during working hours, as needed, through flexible working hours, at the sole discretion of the Regional or Training School Director. **SECTION ELEVEN. ADMINISTRATION OF FUNDS.** All combined Education and Training Funds and Quality of Work Life Funds authorized by this Article shall be administered by the Committee as established in Section Five of this Article. Proposals for the use of these funds shall be jointly submitted by the Union and Management and may originate at the local or Agency level and be submitted to the Committee for consideration. The State and the Union shall jointly contract an individual or organization to provide

administrative leadership or organization for this Committee. This individual or organization shall be paid from funds provided in this Article 35. **SECTION TWELVE. QUARTERLY REPORTS.** Upon request, the Office of the Comptroller shall issue quarterly reports regarding conference and workshop and tuition expenditures. Upon request, the Department of Administrative Services shall issue quarterly reports regarding QWL expenditures and expenditures for the combined Education and Training Funds. Upon agreement of the State and the Union, uncommitted moneys from any one Fund provided under this Article may be transferred to supplement another Fund under this Article during the term of this Agreement.

For the Union 3/15/22

For the State 3/15/22

ARTICLE 38 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 f or record, provided, however, in certain agencies which do not maintain personr files or records at the Agency level, the defined file or record shall be that which is maintained at the institution level. The maintenance of the file may be in a digital or paper format.

SECTION TWO. An Employee covered hereunder shall, on his/her reque be permitted to examine and copy, at his/her expense, all materials, in his/her personnel file, other than pre-employment material or other material that is confidential or privileged under law. However, an Employee shall be allowed to examine and copy, at his/her expense, all materials which he/she prepared and/o signed. The Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Employer reserves the right to require its designee to be present while such file is being inspected or copied. Tl Union may have access to any Employee's records upon presentation of written authorization by the appropriate Employee. The Union shall have access to any Employee's records which are relevant to a pending grievance or arbitration case The Employer reserves the right to determine relevancy. Disputes concerning relevancy shall be resolved by the arbitrator. Access to an employee's digital personnel file will be managed at the Agency/Facility level.

SECTION THREE. No disciplinary material shall be placed in an Employee file unless the Employee has had an opportunity to sign it and has received a concurrent copy. If the Employee refuses to sign, a Union delegate shall sign indicating receipt prior to placement of the disciplinary material in the file. Shou no Union delegate wish to sign, the disciplinary material shall be sent to the Uni office via electronic transmission for a Vice-President or designee to sign. Disciplinary material which is not merged in the service rating next following shall remain in the file no more than eighteen (18) months unless another disciplinary action is taken.

SECTION FOUR. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of an Employee's performance. An Employee shall receive a copy of his/her annual service rating or other written evaluation of his/her work performance concurrently with the placement of the service rating or other evaluation in his/her personnel file.

SECTION FIVE. No material from any source other than the personnel fi referred to in Section One above shall be used as the basis for any personnel matter which reflects negatively on an Employee's record. However, the Emplo may merge information from other sources and place it into the personnel file under the procedures applicable in Sections Two and Three.

2/28/22

For the State

2/28/22

For the Union

1199 and The State of Connecticut tentatively agree to maintain status quo on the following language:

MEMORANDUM OF AGREEMENT 2 BARGAINING UNIT WORK

Dear Mr. Brown: As discussed during the contract negotiations for a successor Agreement to the 1997-2001 Agreement, the State acknowledges that its management is primarily employed to manage, guide and administer the business of State Government. It therefore, is not designed nor intended that management function in such fashion as to replace its bargaining unit Employees or routinely do bargaining unit work. Such demarcation of duties, while not absolute, is intended within the boundaries of feasibility and practicality.

/s/ R.L. Curtis

For the State, 3/15/01

/s/ J.P. Brown

For the Union, 3/12/01

Becky Simonsen dw

For the Union

For the State

12/14/2021

Date

12/21/2021

Date

12/14/2021

1199 and the State of Connecticut tentatively agree to maintain status quo for the following contract language.

- MOU #6 Regarding the Resolution of Grievances

Becky Simmons AV

1199

State

12/14/2021

Date

1/22/2022

Date

State Counter Proposal

MEMORANDUM OF UNDERSTANDING 7

REGARDING DEPARTMENT OF DEVELOPMENTAL SERVICES, DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES, DEPARTMENT OF CHILDREN & FAMILIES & DEPARTMENT OF CORRECTIONS

TRAVEL TIME WITHIN THE AGENCY

The State of Connecticut Office of Labor Relations ~~on behalf of the Department of Developmental Services (DDS) and the State of Connecticut~~ and the New England Health Care Employees Union, District 1199, have entered into the following agreement concerning travel time between assignments within ~~DDS~~ certain State Agencies when such agency assignments are at different locations. The parties recognize the mutual benefit of voluntary overtime assignments. Employees often volunteer for overtime assignments at a location different from their regular duty station. When there is an hour or less time between such assignments, the parties agree that reasonable travel time up to one (l) hour should be considered as work time and included in the compensatory period. The State Agency shall, therefore pay Employees, up to one hour, as not having interrupted work status when the Employee goes directly from work assignment to another work assignment and there is one hour or less time between the end of the first assignment and the beginning of the second assignment.

Rebecca Simmons
For District 1199

Sarah Cook 2/28/22
For State of CT

1199 TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING 9
REGARDING EQUALIZATION OF OVERTIME BY
FUNCTION WITHIN ~~CORRECTIONS MANAGED HEALTH CARE~~ THE DEPARTMENT OF CORRECTION

Notwithstanding the language of Article 13, Section 12.B.1, or any current practice in any other state Agency, the parties agree that overtime shall be equalized by function i.e. Nurse, rather than by job classification (e.g. Correctional Head Nurse, Head Nurse, Nurse, LPN) except in those situations where a specific classification is necessary (i.e. an RN in the building.)

FOR THE STATE: Sarah Cook

DATE: 2/28/22

FOR THE UNION: Rebecca Larsen

DATE: 2/28/22

MOU # 10
STATE OF CONNECTICUT
AND
NEW ENGLAND HEALTH CARE EMPLOYEES UNION – DISTRICT 1199
RESPIRATORY THERAPY AGREEMENTS

UPON LEGISLATIVE APPROVAL AND EFFECTIVE MAY 1, 2022, THE FOLLOWING CHANGES AFFECTING THE COMPENSATION OF RESPIRATORY THERAPISTS, LEAD RESPIRATORY THERAPISTS AND RESPIRATORY THERAPY SUPERVISORS SHALL BECOME EFFECTIVE.

1. The compensation grade for the job classification of Respiratory Therapist, class code 3881, shall be updated to the level of FK20.

2. The compensation grade for the job classification of Lead Respiratory Therapist, class code 4445, shall be updated to the level of FK23.

3. The job classification grade of Supervising Respiratory Therapist, class code 6884, shall be compensated at the level of FK25.

4. Incumbents employed in the classifications of Respiratory Therapist (3881), Lead Respiratory Therapist (4445) and Supervising Respiratory Therapist (6884) shall have their compensation calculated based on the salary plan noted above.

5. This Agreement is specific to UCONN Respiratory Therapists and is without precedent for either party in any pending or future discussions.

Rebecca Simonsen 2/8/22

Rebecca Simonsen Date

1199

BMC Gerg 2/9/2022

UConn Health Date

For the Office of Labor Relations

2/8/2022

David Krayeski Date

1199 TENTATIVE AGREEMENT

~~MEMORANDUM OF UNDERSTANDING 10~~
~~UCONN HEALTH CENTER FACULTY PHYSICIANS LIST~~
~~The State of Connecticut agrees to provide annually to District 1199 a list of UCONN Health Center faculty physicians who perform P-1 bargaining unit work and the number of hours that each physician works per week.~~

FOR THE STATE: Laura D Cook

FOR THE UNION: Rebecca Lussier

DATE: 2/28/22

DATE: 2/28/22

MEMORANDUM OF AGREEMENT 16
STATE OF CONNECTICUT
UCONN HEALTH CENTER
AND
NEW ENGLAND HEALTH CARE EMPLOYEES UNION – DISTRICT 1199
RESPIRATORY THERAPY AGREEMENTS

~~ON JULY 7, 2006, THE FOLLOWING CHANGES AFFECTING~~ THE COMPENSATION OF RESPIRATORY THERAPISTS, **LEAD RESPIRATORY THERAPIST,** AND RESPIRATORY THERAPY SUPERVISORS EMPLOYED AT THE UNIVERSITY OF CONNECTICUT HEALTH CENTER, ~~JOHN DEMPSEY HOSPITAL BECAME EFFECTIVE. THESE COMPENSATION CHANGES~~ ARE CONSISTENT WITH THE ALLOWANCES PROVIDED BY ~~THE~~ THIS MEMORANDUM OF AGREEMENT – RE: RECRUITMENT AND RETENTION.

1. Due to the unique recruitment and retention issues experienced at John Dempsey Hospital with Respiratory Therapists, there shall be an annual stipend **up** ~~to $5,000~~ **$8,000 for first shift and $15,000 for those who are assigned and work second, and/or third shift** provided to Employees at John Dempsey Hospital in the classifications of Respiratory Therapist, **Lead Respiratory Therapist** and Respiratory Therapy Supervisor. This stipend shall be paid biweekly in each pay period where the Employee receives a regular paycheck. The parties agree that the maximum annual benefit ~~under~~ this section for a full time Employee is ~~$5000~~, **$8,000 and $15,000** pro-rated by FTE.

2. ~~2. On-Call/Standby. Those Respiratory Therapists and Respiratory Therapy Supervisors who are assigned to the Newborn Intensive Care Unit (NICU) Transport Team shall receive payment at $4.00 per hour for each hour of being on-call or standby for service on the transport team. In the event of actual call back to work on the transport team, the Employee will be compensated in accordance with Article 13, Section Five – Call Back Pay. The response to telephone calls as provided in Article 9, Section Eight (C)(1) shall continue to apply without modification.~~

3. Shift Differential. For recruitment and retention purposes it is recognized that Respiratory Therapists, **Lead Respiratory Therapist** and Respiratory Therapy Supervisors require added incentive to accept 2nd and 3rd shift assignment. Therefore, the 15% of Step 2 differential rate as provided LPNs and RN's (Article 19, Section Three) shall likewise apply to the Respiratory Therapists and Respiratory Therapy Supervisors employed at John Dempsey Hospital.

4. This Agreement ~~shall remain in effect until the recruitment and retention issues~~ **shall be revisited on June 30, 2025 at which time** the effect of the recruitment and retention issues associated with Respiratory Therapist will be reviewed. The determination of whether these issues remain a viable concern shall be made on the basis of availability of certified Respiratory Therapists and the ability of John Dempsey Hospital to hire said individuals without the extra compensation herein provided. Prior to the elimination of this stipend agreement the State, the Health Center and 1199 shall meet and discuss the circumstances and conditions that the State believes warrants the elimination of the stipend provisions.

These Agreements are without precedent for either party in any pending or future situation.

Rebecca Simonsen 2/8/22
Rebecca Simonsen Date
1199

Bruce Gang 2/9/2022
UConn Health Date

For the Office of Labor Relations

2/8/2022
David Krayeski Date

In resolution of the Impact Bargaining regarding employees in the following title Social Services Medical Administration Manager (2491MP). The Office of Labor Relations on behalf of the State of Connecticut and the New England Health Care Employees Union, District 11, hereinafter referred to as the "Union" hereby agree as follows:

Salary Group Placement: Effective upon legislative approval, employees in the classification of Social Services Medical Administration Manager (2491MP) shall be slotted into the closest step above their biweekly salary in the FP pay plan. A list of said employees is attached hereto as "Exhibit A" and by reference incorporated herein.

Job Classification	Current Salary Range	Proposed Salary Plan
Social Services Medical Administration Manager (2491MP)	MP 67	FP33

Effective upon legislative approval, all permanent employees in the title identified above shall receive the 2022 negotiated SEBAC wage package. Said payments shall be pensionable in accordance with the Plan's normal rules.

Vacation Accrual: All current employees in the title identified above shall earn and accumulate Vacation and Personal Leave accruals consistent with Article 20 of the 1199 Contract. Incumbents employed at the time of this agreement who have accrued vacation days above the current cap for the P-1 bargaining unit, as of the date of legislative approval, will be permitted to (a) use their accrued vacation days or, (b) upon retirement, following the execution of this agreement, elect to be paid for their unused accrued vacation days above the current P-1 cap.

Overtime: In accordance with Article 13 of the 1199 Contract, all employees in the title identified above shall be classified as Exempt Employees. They are, therefore, eligible to accumulate Compensatory Time, on an hour for hour basis when said overtime is required and authorized by management.

Longevity: All employees in the title identified above, who did not have their longevity incorporated into their salaries in 2011, shall be eligible for longevity payments as prescribed by the contract in accordance with existing practice, except as provided otherwise in this agreement. 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.

Other Terms and Conditions: All economic items shall be effective upon legislative approval of this Agreement. Except as otherwise provided herein, the terms of the 2021-2025 1199 Contract shall apply to all employees in the title identified above.

For State

David Krayeski
OLR

For Union

Rebecca Simonsen
1199

3/24/22

EXHIBIT A
List of Impacted Employees

EMPLID	NAME
033210	Herman Kranc
436351	Sandra Ouellette
649511	Roderick Winstead
655995	Christine Weston

1199 TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING 27
REGARDING ~~CORRECTIONAL MANAGED HEALTH CARE~~ DEPARTMENT OF CORRECTION AND FLOAT ASSIGNMENTS

Notwithstanding Article 18 Section 2 which restricts employees to one functional unit, the parties agree that within ~~Correctional Managed Health Care~~ Department of Correction employees may be assigned to float between multiple functional units, as there is no operational need to employ an individual full time in a particular functional unit. The classifications most likely to be assigned to multiple functional units are:

Dental Assistants
Staff Radiology Technologist
Laboratory Assistant (1,2,3)
Dentists
Psychiatrists (Principal and Staff)
Psychologist (Supervising/Clinical)
Phlebotomist
Physicians (Principal and Staff)
Optometrist

Before assigning a current incumbent to float between multiple functional units, where such person has not been previously so assigned, the Employer shall contact the Union and upon request, meet and discuss the proposed assignment

FOR THE STATE: Sarah Cook

FOR THE UNION: Rebecca Inman

DATE: 2/28/22

DATE: 2/28/22

1199 TENTATIVE AGREEMENT

MEMORANDUM OF AGREEMENT 29

KRONOS LATE FOR DUTY LANGUAGE

KRONOS language; During negotiations for a successor contract, the Union raised issues concerning the location of the KRONOS time clocks within the correctional facilities and its impact on an employee's ability to report for duty on time. Within 90 days following legislative approval of this agreement, the parties shall meet with the Office of Labor Relations, ~~Corrections Managed Health Care~~ Department of Correction and Union Representatives to discuss options designed to ameliorate the concerns raised by the Union.

FOR THE STATE: David Cook

DATE: 2/28/22

FOR THE UNION: Rebecca Lanier

DATE: 2/28/22

STIPULATED AGREEMENT
State of Connecticut And New England Health Care Employees Union, District 1199, SEIU

The State of Connecticut (hereinafter referred to as the "State"), the New England Health Care Employees Union, District 1199, SEIU (hereinafter referred to as "1199 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications:
   Advanced Nurse Practitioner
   Psychiatric Advanced Nurse Practitioner
   ForensicHeadNurse
   ForensicNurse
   HeadNurse
   HeadNurseCorrectionalFacility
   Nurse
   Nurse (Correctional Facility)
   Nurse Consultant (DPH FLIS)
   Supervising Nurse Consultant (DPH FLIS)
3. Candidates with a bachelor's, master's or doctorate's degree in nursing may be offered an additional step at time of hire.
4. Candidates with 3-4 years of nursing experience may be offered an additional step at time of hire.
5. Candidates with more than 5-7 years of nursing experience may be offered two additional steps at time of hire
6. Candidates with 8 or more years of nursing experience may be offered three additional steps at time of hire
7. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire
8. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.
9. Each agency that utilizes the above guidelines will provide a monthly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.
10. Existing Employees in Steps 1-3 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in the 1-7 above. The Employee shall request an audit of their personnel file from the Agency Human Resource Office.
11. The parties agree to meet and discuss the effectiveness of the agreement on the ability to secure nurse candidates. No one party can opt out of this agreement except by mutual agreement

2/28/22
State

Union
2/28/22

STIPULATED AGREEMENT

State of Connecticut
And
New England Health Care Employees Union, District 1199, SEIU

The State of Connecticut (hereinafter referred to as the "State"), the New England Health Care Employees Union, District 1199, SEIU (hereinafter referred to as "1199 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications:
   PostdFelw-PsyclDept(Clin)
   PsychiatricResident4
   Psychologist(Clinical)
3. Candidates with 3-4 years of psychology experience may be offered an additional step at time of hire.
4. Candidates with more than 5-7 years of psychology experience may be offered two additional steps at time of hire
5. Candidates with 8 or more years of psychology experience may be offered three additional steps at time of hire
6. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire
7. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.
8. Each agency that utilizes the above guidelines will provide a monthly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.
9. Existing Employees in Steps 1-3 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in the 1-7 above. The Employee shall request an audit of their personnel file from the Agency Human Resource Office.
10. The parties agree to meet and discuss the effectiveness of the agreement on the ability to secure nurse candidates. No one party can opt out of this agreement except by mutual agreement

Samuel Cook 2/28/22 Rebecca Simonsa

State Union

2/28/22

Nursing Recruitment and Retention

Effective 7/1/2022, the pay plans for the titles of:

Advanced Nurse Practitioner

Psychiatric Advanced Nurse Practitioner

ForensicHeadNurse

ForensicNurse

HeadNurse

HeadNurseCorrectionalFacility

Nurse

Nurse (Correctional Facility)

Nurse Consultant (DPH FLIS)

Supervising Nurse Consultant (DPH FLIS)

shall be adjusted in accordance with the drop three /add three step methodology within their respective pay plans. Incumbents shall be slotted into the new pay plan in accordance the State's guidelines on *DETERMINING SALARY UPON A CHANGE IN JOB CLASS.*

Sarah Cook 2/28/22
State

Rebecca Lawson
Union
2/28/22

Recruitment and Retention
for the following titles:
PostdFelw-PsyclDept(Clin), PsychiatricResident4, Psychologist(Clinical), Physician 2

Effective 7/1/2022, the pay plans for the titles of:

PostdFelw-PsyclDept(Clin)

PsychiatricResident4

Psychologist(Clinical)

Physician 2

shall be adjusted in accordance with the drop three /add three step methodology within their respective pay plans. Incumbents shall be slotted into the new pay plan in accordance the State's guidelines on *DETERMINING SALARY UPON A CHANGE IN JOB CLASS.*

Sarah D Cook 2/28/22 Rebecca Simson 2/28/22

State Union

Consumer Protection Drug Control Agent, Pharmacist Agreement, Pharmacy Supervisor, and Consumer Protection Drug Control Principal Agent

Effective 7/1/2022, the pay plans for the classifications of Consumer Protection Drug Control Agent & Pharmacist, Pharmacy Supervisor, Consumer Protection Drug Control Principal Agent shall be adjusted in accordance with the drop one /add one step methodology within their respective pay plans. Incumbents shall be slotted into the new pay plan in accordance the State's guidelines on *DETERMINING SALARY UPON A CHANGE IN JOB CLASS.*

2/28/22

State

Rebecca Simonsen 2/28/22

Union

Physician and Psychiatrist Compensation

Effective 7/1/2022, the title of Staff Physician, Staff Psychiatrist, Staff Psychiatrist(DMHAS), Principal Physician, Principal Psychiatrist, Principal Psychiatrist(DMHAS) shall move to their respective adjusted pay plans outlined below. Incumbents shall be slotted into the new pay plan in accordance the State's guidelines on *DETERMINING SALARY UPON A CHANGE IN JOB CLASS.*

Staff Physician/Psych		FY23 Salary
	1	$ 200,000
	2	$ 206,000
	3	$ 212,180
	4	$ 218,545
	5	$ 225,102
	6	$ 231,855
	7	$ 238,810
	8	$ 245,975
	9	$ 253,354
	10	$ 260,955

Principal Physician/Psych		FY23 Salary
	1	$ 230,000
	2	$ 236,900
	3	$ 244,007
	4	$ 251,327
	5	$ 258,867
	6	$ 266,633

2/1/22 RL 2/2/22

	$
7	274,632
	$
8	282,871
	$
9	291,357
	$
10	300,098

Sarah Cook 2/28/22

State

Rebecca Lemmon

Union 2/28/22

2/28/22

Agreement on the Classification of Dentist

Effective 7/1/2022, the classification of Dentist shall move from DX05 to DX07. Incumbents shall be slotted into the new pay plan in accordance the State's guidelines on *DETERMINING SALARY UPON A CHANGE IN JOB CLASS.*

Harold Cook 2/28/22

State

Rebecca Lenson 2/28/22

Union

MEMORANDUM OF UNDERSTANDING REGARDING RECRUITMENT AND RETENTION OF PHYSICIANS AND PSYCHIATRISTS

The Parties agree that the State has experienced difficulty in recruiting and retaining qualified physicians and psychiatrists in the various State agencies including, but not limited to, the Department of Mental Health and Addiction Services, the Department of Developmental Services, the Office of the Chief Medical Examiner, the Department of Public Health the Department of Children and Families and the Department of Correction. From time to time, the parties have entered into stipulated agreements, regarding the application of hiring rates. The undersigned parties hereby agree as follows:

1. For the future hiring of Principal Physicians and Principal Psychiatrists, the following standards shall apply: Three years of experience shall equal Step 2, Four years of experience shall equal Step 3, Five years of experience shall equal Step 4, and Six years of experience shall equal Step 5 placement. Additionally, candidates may receive an added Step for an additional board certification as provided by the CBA.

2. The hiring rates for Staff Psychiatrists and Staff Physicians shall be subject to the following standards: Step 2 for six months of experience, Step 3 for one year of experience, Step 4 for two years of experience and Step 5 for three years of experience.

3. In following these standards there will be no need to meet and discuss the offering of a hiring rate prior to hiring a candidate. The employing Agency shall, however, notify the Union in writing of the employment of any physician or psychiatrist hired by operation of this Agreement and the applicable hiring rate.

4. This Agreement is in accordance with Article 9 Section 22 of the State/District 1199 Contract, and shall become effective upon full execution of the parties. Nothing in this Agreement precludes the parties from entering into discussions regarding other recruitment and retention issues pursuant to Article 9 Section 22 of the Contract.

Ronald Cook 2/28/22 Rebecca Simonson 2/28/22

State Union

Physician Overtime Stipulated Agreement

The parties agree to add the physician overtime stipulated agreement to the contract (attached).

Rebecca Lunden

For 1199

2/28/22

Date

Sarah Cook

For the State

2.28.22

Date

Stipulated Agreement
Between
The State of Connecticut Department of Mental Health and Addiction Services
And the New England Health Care Employees (SEIU) Union District 1199

1. This agreement is specific to the Department of Mental Health and Addiction Services (DMHAS) and the New England Health Care Employees (SEIU) Union District 1199 (Union) employees assigned to DMHAS.
2. The parties agree that Article 13, Section 13 "Mandatory Overtime" applies to physicians who are "mandated" to work over night on site/on call duty.
3. This agreement codifies the compensation practice currently in place within DMHAS.
4. Nothing in this agreement shall be applicable to another agency or other group of employees within the Union or DMHAS.
5. This agreement does not entitle employees to any back pay for hours previously worked.

10/17/18
Union

10-18-18
Office of Labor Relations

10/18/18
DMHAS

2.28.22

2/28/22

Memorandum of Agreement
In The Matter of
State of Connecticut, UConn Health
And
New England Health Care Employees Union, District 1199, AFL-CIO

RE: Per Diem Nurse's Aide

The parties have agreed to implement a pilot program in which UCONN can employ incumbents in a Nurse's Aide (Per Diem) job classification.

Purpose of Pilot: To reduce mandatory overtime for Nurse's Aides by offering intermittent work schedules to per diems and to assist in improving Employee morale.

Duration of Pilot: This pilot project shall begin on March 1, 2022. The pilot will be reviewed in three months by the parties and modifications to it may be made by mutual agreement. Either party can discontinue the pilot with ninety (90) days advance notice. The pilot program will end at the start of the pay period nine (9) months after implementation unless mutually agreed upon by both parties.

Procedure:

1. UCONN Management shall establish no more than 12 positions in the job classification of per diem Nurse's Aide.
2. Notwithstanding the provisions of the 1199 collective bargaining agreement, the Pension Agreement and Chapter 66 of CT General Statutes, the State may utilize per diem Nurse's Aides to work at UCONN on an intermittent basis.
3. This classification may be used by the State to provide coverage on a daily basis due difficulties recruiting enough non per diem Employees in the applicable job series and/or due to absences of current staff.
4. Individuals in the per diem Nurse's Aide classification shall not be entitled to retirement benefits, health insurance or life insurance benefits, paid leave, longevity or other economic benefits, except as provided in #5 below.
5. UCONN per diem Nurse's Aide incumbents shall be compensated at Step 3 of the Nurse's Aide job classification
6. In all other ways, the provisions of Article 9, section 16 shall apply.
7. UCONN shall utilize the up to 12 new per diem CNAs to cover open shifts to prevent the mandation of permanent employees. UCONN will require per diems to cover the equivalent of 9 weekend shifts per per diem worker and the equivalent of 6 shifts per per diem worker for the major and minor holiday coverage for the 9 months of the pilot.
8. The parties shall continue to meet, including immediately after execution of this agreement, to discuss addressing critical recruitment and retention issues among CNA's .

Rebecca Snow

For the Union

2/28/22

Date

Sarah Coon

For the State

2/28/22

Date

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

February 22, 2022

Ms. Rebecca Simonsen
New England Health Care Employees Union
District 1199 SEIU
77 Huyshope Avenue
Hartford, CT 06106

Dear Ms. Simonsen:

I am writing in regard to an issue raised during contract negotiations for a successor agreement to the contract that expired June 30, 2021. During our discussions the State raised the topic of float pool positions for certain direct care titles.

During our discussions the parties agreed to meet following the ratification of the successor contract to discuss a pilot program which would allow the State to hire some specific 1199 direct care titles into a float pool. The parties recognized that the State and Union may benefit from establishing a pilot program on this issue.

Sincerely,

David Krayeski
Office of Labor Relations
OLR Program Administrator

RL 2/28/22

Phone: (860) 418-6447 Fax: (860) 418-6491
450 Capitol Avenue-MS# 53OLR, Hartford, Connecticut 06106

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

February 22, 2022

Ms. Rebecca Simonsen
New England Health Care Employees Union
District 1199 SEIU
77 Huyshope Avenue
Hartford, CT 06106

Dear Ms. Simonsen:

I am writing in regard to an issued raised during contract negotiations for a successor agreement to the contract that expired June 30, 2021. During our discussions the Union raised the issue of revisions to the Clinical Social Worker Licensure Candidate classification.

I would like to reiterate my position on this issue. The State of Connecticut agrees to meet and discuss the impact of reinstituting the use of the Clinical Social Worker Licensure Candidate classification and incorporating this classification within the Collective Bargaining Agreement if and or when the Department of Administrative Services releases the aforementioned title.

Sincerely,

David Krayeski
Office of Labor Relations
OLR Program Administrator

RL 2/28/22

Phone: (860) 418-6447 Fax: (860) 418-6491
450 Capitol Avenue-MS# 53OLR, Hartford, Connecticut 06106

Memorandum of Agreement
In The Matter of
State of Connecticut, UConn Health
And
New England Health Care Employees Union, District 1199, AFL-CIO

RE: Per Diem Nurse's Aide

The parties have agreed to implement a pilot program in which UCONN can employ incumbents in a Nurse's Aide (Per Diem) job classification.

Purpose of Pilot: To reduce mandatory overtime for Nurse's Aides by offering intermittent work schedules to per diems and to assist in improving Employee morale.

Duration of Pilot: This pilot project shall begin on March 1, 2022. The pilot will be reviewed in three months by the parties and modifications to it may be made by mutual agreement. Either party can discontinue the pilot with ninety (90) days advance notice. The pilot program will end at the start of the pay period nine (9) months after implementation unless mutually agreed upon by both parties.

Procedure:

1. UCONN Management shall establish no more than 12 positions in the job classification of per diem Nurse's Aide.
2. Notwithstanding the provisions of the 1199 collective bargaining agreement, the Pension Agreement and Chapter 66 of CT General Statutes, the State may utilize per diem Nurse's Aides to work at UCONN on an intermittent basis.
3. This classification may be used by the State to provide coverage on a daily basis due difficulties recruiting enough non per diem Employees in the applicable job series and/or due to absences of current staff.
4. Individuals in the per diem Nurse's Aide classification shall not be entitled to retirement benefits, health insurance or life insurance benefits, paid leave, longevity or other economic benefits, except as provided in #5 below.
5. UCONN per diem Nurse's Aide incumbents shall be compensated at Step 3 of the Nurse's Aide job classification
6. In all other ways, the provisions of Article 9, section 16 shall apply.
7. UCONN shall utilize the up to 12 new per diem CNAs to cover open shifts to prevent the mandation of permanent employees. UCONN will require per diems to cover the equivalent of 9 weekend shifts per per diem worker and the equivalent of 6 shifts per per diem worker for the major and minor holiday coverage for the 9 months of the pilot.
8. The parties shall continue to meet, including immediately after execution of this agreement, to discuss addressing critical recruitment and retention issues among CNA's .

Rebecca Snow

For the Union

2/28/22

Date

Sarah Coon

For the State

2/28/22

Date

February 24, 2022

Dave Krayeski,
Program Administrator,
Office of Labor Relations
450 Capitol Avenue,
Hartford, CT 06106

Dear Mr. Krayeski,

On behalf of District 1199NE, I am writing in regard to issues raised during contract negotiations for a successor agreement to the contract that expired on June 30, 2021. The employees at Capitol Region Mental Health Center discussed work related issues around being the only agency in the Department of Mental Health and Addiction Services excluded from time and one-half compensation after eight (8) hours of work. Employees have offered numerous anecdotes about how crisis interventions and other services are utilized beyond the regularly scheduled workday. Compounding the issue are factors that can further impact the workplace, notably staff morale.

At the bargaining table, the State acknowledged the issues and offered to engage in continued meaningful discussions at the conclusion of the present collective bargaining process. That being said, ninety (90) days after ratification of the collective bargaining agreement, the State and 1199 shall meet to discuss inclusion of Capital Region Mental Health Center into the aforementioned time and one-half compensation after eight (8) hours of work.

Sincerely,

Rebecca Simonsen

Rebecca Simonsen, Vice President
New England Healthcare Employees Union
District 1199NE SEIU

2/28/22

2/28/22

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

February 27, 2022

Rebecca Simonsen, Vice President
New England Healthcare Employees Union
District 1199NE SEIU

Dear Ms. Simonsen,

I am writing regarding issues raised during contract negotiations for a successor agreement to the contract that expired on June 30, 2021. The State raised the issue of how Human Resource centralization impacts the reclassification grievance process. The parties agreed to meet, in conjunction with Department of Administrative Services (DAS), within ninety (90) days after ratification of the collective bargaining agreement to discuss improvements to the reclassification process.

Sincerely,

Sarah Cook
Labor Relations Program Manager
Office of Labor Relations
450 Capitol Avenue,
Hartford, CT 06106

RS 2/28/22

Phone: (860) 418-6447 Fax: (860) 418-6491
450 Capitol Avenue-MS# 53OLR, Hartford, Connecticut 06106

SUPERSEDENCE APPENDIX NP-6 & P-1 EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025 CONTRACT PROVISION CONTRACT STATUTE OR REGULATION

CONTRACT PROVISION	*CONTRACT, STATUTE OR REGULATION*	*REFERENCE AMENDED*
Union Security & Union Rights	Article 3 & Article 4	C.G.S. 5-280 C.G.S. 5-260
Working Test Period	Article 8, Section 4	C.G.S. 5-230
General Wage Increases	Article 9, Sec. 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual Increments	Article 9, Sec. 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Lump Sum Payment	Article 9, Sec. 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Modification to Step Pay Plan for certain classifications (Drop two – Add two)		C.G.S. 5-200(k) Plan (NEW) C.G.S. 5-200(m) C.G.S. 5-212
Continuity of Employment	Article 19, Section 11	C.G.S. 5-241 Reg. 5-241-2
Work Related Disability	Article 29, Section 5	C.G.S. 5-248
Administrative Leave	Article 33, Section 7	Reg. 5-240-5a(f)
Worker's Rights and Safety	Article 34, Section 2(a)(e) and Section 6(b)	C.G.S. §§ 31-370 - 31-371
Career Mobility	Article 35	C.G.S. §§ 4-87, 4-89
Personnel Records	Article 38	C.G.S. 31-128b
Travel Time at DMHAS, DCF, DOC and DDS	MOU #7	Reg. 31-60-11
UCONN Res. Therapist	MOU#10	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208
UCONN Res. Therapist Recruitment & Retention	MOU#16	C.G.S. 5-200(k), C.G.S. 5-200(m)

Social Services Medical Administration Manager	MOU SS Admin Med Admin Mgr	C.G.S. 5-200 (a), C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208, C.G.S. 5-250
APRN, Psych APRN, FHN, FN, HN, HN Correctional, DPH FLIS Nurse Consultants and DPH FLIS Supervising Nurse Consultants	MOU regarding certain Nurse classes hiring rates	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208(a)
Post Doc Fellow (Clin), Psychiatric Resident 4 & Psychologist (Clinical)	MOU regarding certain Psych classes hiring rates	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208(a)
APRN, Psych APRN, FHN, FN, HN, HN Correctional, DPH FLIS Nurse Consultants and DPH FLIS Supervising Nurse Consultants (add three/drop three)	MOU regarding certain Nurse classes compensation	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208
Post Doc Fellow (Clin), Psychiatric Resident 4 & Psychologist (Clinical) & Physician 2 (add three/drop three)	MOU regarding certain Psych and Physician classes compensation	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208
Consumer Protection Drug Control Agent and Pharmacist Agreement Adjusting Pay Plan (add one/drop one)	MOU regarding Consumer Protection Drug Control Agent, Pharmacist, Pharmacy Supervisor & Consumer Protection Control Principal Agent	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208
Physicians and Psychiatrists Pay Plan	MOU regarding Physicians and Psychiatrists Compensation	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208
Dentist Pay Plan	MOU regarding Dentist Compensation	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208
Physicians and Psychiatrists classes hiring rates	MOU regarding Physicians and Psychiatrists classes hiring rates	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208

DMHAS Mandatory OT	MOU regarding DMHAS Mandatory OT and Article 13	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208, C.G.S. 5-245
MOU regarding UCONN Pilot Program on Per Diem Nurse Aides	MOU Regarding Per Diem Nurse Aide	C.G.S. 5-200(k), C.G.S. 5-200(m), C.G.S. 5-206, C.G.S. 5-208

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-1 Professional Health Care Employees & NP-6 Paraprofessional Health Care Employees
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	5,921
	General Fund	5,504

Total Annual Wages (26 pay periods) All Funds: $438,029,311

		Annualized Basis (26 Pay Periods for All Years)			
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$73,984				
1st Year Contract: 2021-2022	$77,941	2.50%	2.82%	0.03%	5.35%
2nd Year Contract: 2022-2023	$82,244	2.50%	1.84%	1.18%	5.52%
3rd Year Contract: 2023-2024	$85,667	2.50%	1.66%	0.00%	4.16%
4th Year Contract: 2024-2025	$85,667	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$438,029,311	$31,969,332	$49,237,765	$63,900,580	$68,347,188	$68,606,035
Fringe Benefits Value of Current Items		$4,763,430	$7,336,427	$9,521,186	$10,183,731	$10,222,299
TOTAL WAGES AND BENEFITS		$36,732,763	$56,574,192	$73,421,767	$78,530,920	$78,828,335

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$10,950,733	$10,950,733	$10,950,733	$10,950,733	$10,950,733
(2) Annual Increment - On Time		$6,173,869	$12,347,737	$12,347,737	$12,347,737	$12,347,737
(3) $2,500 One-time payment		$14,801,475	$0	$0	$0	$0
(4) Reclass Respiratory Therapy		$3,099	$23,708	$31,038	$38,507	$38,507
(5) Respiratory Therapist Stipend		$6,300	$37,800	$37,800	$37,800	$37,800
(6) Accretion of SS Med Admin Managers		$3,856	$23,138	$23,138	$23,138	$23,138
(7) Increase Training and Conference Funds		$30,000	$30,000	$30,000	$30,000	$30,000
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$31,969,332	$23,413,116	$23,420,446	$23,427,915	$23,427,915
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$11,450,070	$11,450,070	$11,450,070	$11,450,070
(2) Annual Increment - On Time			$4,218,036	$8,436,072	$8,436,072	$8,436,072
(3) $1,000 One-time payment - 7/1/2022			$5,920,590	$0	$0	$0
(4) Nurses - Add/Drop 3 steps			$1,578,082	$1,921,240	$2,361,074	$2,605,301
(5) Psychologist,etc. - Add/Drop 3 steps			$295,570	$314,904	$340,263	$354,884
(6) Pharmasists - Add/Drop 1 step			$22,018	$37,889	$37,889	$37,889
(7) Staff Physician/Psychiatris - New Pay Plan			$2,340,284	$2,398,791	$2,398,791	$2,398,791
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$25,824,650	$24,558,966	$25,024,160	$25,283,007
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$11,947,224	$11,947,224	$11,947,224
(2) Annual Increment - On Time				$3,973,945	$7,947,890	$7,947,890
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$15,921,169	$19,895,113	$19,895,113
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$31,969,332	$49,237,765	$63,900,580	$68,347,188	$68,606,035
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$1,982,099	$3,052,741	$3,961,836	$4,237,526	$4,253,574
Medicare 1.45%	1.45%	$463,555	$713,948	$926,558	$991,034	$994,788
Unemployment 0.15%	0.15%	$47,954	$73,857	$95,851	$102,521	$102,909
SERS Normal Cost 4.1%	4.10%	$1,310,743	$2,018,748	$2,619,924	$2,802,235	$2,812,847
OPEB Contribution 3%	3.00%	$959,080	$1,477,133	$1,917,017	$2,050,416	$2,058,181
TOTAL FRINGE IMPACT	14.9%	$4,763,430	$7,336,427	$9,521,186	$10,183,731	$10,222,299
TOTAL COST OF CONTRACT - ALL FUNDS		$36,732,763	$56,574,192	$73,421,767	$78,530,920	$78,828,335

State of Connecticut

-and-

CSEA, SEIU Local 2001
Correction Supervisors Council (NP-8 Unit)

Collective Bargaining Agreement

July 1, ~~2016~~ 2021 to June 30, ~~2021~~ 2025

ARTICLE 7

UNION SECURITY AND PAYROLL DEDUCTIONS

~~Section 1. Union dues and initiation fees, if any, shall be deducted by the State Employer biweekly from the paycheck of each employee who signs and remits to the State Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~

~~Section 2. An employee covered by this Agreement who is not a member of the Union is required, as a condition of employment, to pay to the Union an amount equal to the regular dues, fees and assessments that a member is charged.~~

~~Section 3. (a) Any employee in the bargaining unit covered by this Agreement who fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee.~~

~~(b) The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona-fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and State, provided that the employee submits such objection in writing to the Union.~~

~~(c) The amount of dues or agency service fees deducted under this Article shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deduction is made together with a list of names of~~

~~employees for whom any such deduction is made.~~

~~(d) Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under- deducted by $1.00 for six (6) pay periods shall have $1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).~~

~~(e) The Union agrees to indemnify the State Employer for its damages or cost incurred in defense of actions taken under this Section by the State.~~

~~Section 4. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund.~~

~~Section 5. The State shall furnish the Union on a quarterly basis reports containing the following information sorted by facility:~~

~~(a) New hires into Bargaining Unit, their classification, and address.~~
~~(b) Re-employed workers into the Bargaining Unit, their classification, address, and date of hire.~~
~~(c) Employees separated from the Bargaining Unit and date of separation.~~

Section 1. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section 2. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section 3. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

Section 4. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of dues deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made. The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, ~~and~~ Job Entry Date, and all other information currently provided with such list.

Section 6. Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-deducted by $1.00 for six (6) pay periods shall

have $1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).

Section 7. The Union shall indemnify the State Employer for its damages or cost incurred in defense of actions taken in compliance with this Article by the State.

Section 8. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section 9. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State will provide the Union with a report of separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a minimum, the employee name, agency, job title and effective date of the action.

NP-8 TENTATIVE AGREEMENT

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 15, 2022 DATE: 3.15.22

NP-8 TENTATIVE AGREEMENT

ARTICLE 8
UNION RIGHTS

Section 3. Access to Premises. Union Staff Representatives and officials shall be permitted to enter the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating ~~filed~~ grievances, **workplace-related complaints and other workplace issues** ,or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 15, 2022 DATE: 3.14.22

NP-8 TENTATIVE AGREEMENT

ARTICLE 8
UNION RIGHTS

Section 9. Use of Telecommunication Equipment. ~~Where pay telephones are reasonably available, Union stewards shall use such telephones for Union business calls. If pay telephones are not reasonably available,~~ **(a)** the State will allow stewards to use the State's telephones for Union business, provided that the calls are of short duration and that long distance calls are not charged to the State. The Union will cooperate in preventing abuse of this Section. **(b) The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.**

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 15, 2022 DATE: 3.14.22

NP-8 TENTATIVE AGREEMENT

ARTICLE 8
UNION RIGHTS

Section 13. The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 15 2022 DATE: 3.14.22

ARTICLE 11
TUITION REIMBURSEMENT

Section 1. Any employee who has completed his/her Initial Working Test Period and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of three (3) courses or twelve (12) credits or the equivalent per year.

Section 2. There shall be $20,000 appropriated each fiscal year of this Agreement for the purpose of tuition reimbursement. Funds that are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the tuition reimbursement fund will expire on expiration of the Agreement. The previous sentence notwithstanding, applications for tuition reimbursement that are submitted and approved within the final six (6) months of this Agreement may be paid with any remaining available funds, up to three months following the expiration of this Agreement. **Effective July 1, 2022, the fund shall be increased to $25,000 (twenty-five thousand dollars).**

Section 3. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive a maximum tuition reimbursement as follows: (a) For credit courses at accredited institutions of higher education, including distance learning courses offered by such institutions, seventy-five percent (75%) of the per credit rate, including fees, for undergraduate and graduate courses at the University of Connecticut at Storrs. (b) For other courses or programs, fifty percent (50%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: March 11 2022 **DATE:** 3.9.22

ARTICLE 13
TRAINING

Section 5. New Supervisor Union Orientation. The Employer shall provide the Union with ~~one (1) hour~~ **two (2) hours** per training class to address the same on the matters concerning the Union. ~~The one (1) hour shall take place at the start of the shift on the last Wednesday of each class.~~ The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/10/2022 DATE: Febuary 10, 2022

ARTICLE 13
TRAINING

Section 7. Employees newly promoted into the bargaining unit shall receive a ~~two-week~~ **ten (10) working days** facility orientation and training.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2-10-2022 **DATE:** Febuary 10, 2022

TENTATIVE AGREEMENT

ARTICLE 14
WORKING TEST PERIOD

Section 1. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam. The Working Test Period shall be for six (6) months. ~~A Working Test Period may with the approval of the Commissioner of Correction be extended for a defined period of time not to exceed three (3) additional months.~~ A Working Test Period for a Department of Correction employee may with the approval of the Commissioner of Correction or his/her designee be extended for a defined period of time not to exceed three (3) additional months. A Working Test Period for an Employee of the Board of Pardons and Paroles may with the approval of the Chairman of the Board of Pardons and Paroles or his/her designee be extended for a defined period time not to exceed three (3) additional months.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2-10-2022 **DATE:** Febuary 10, 2022

TENTATIVE AGREEMENT

ARTICLE 17
GRIEVANCE PROCEDURE

Section 6. The Grievance Procedure.

Step I. A grievance may be submitted within the period specified in Section Five to the employee's Unit Administrator or managerial designee 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 or when the parties agree that the issue is more properly addressed at Step II, 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 Step I response or, in the case of a grievance ripe for submission directly to Step II, within the period specified in Section 5. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or his/her representative and a written response issued within five (5) working days thereafter.

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary of the Office 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 the Office of Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said Undersecretary within seven (7) days of the date days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section 5. 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 fifteen (15) days of the conference. **Submission of a grievance to Step III (OLR) shall be by electronic mail. Submissionolr@ct.gov.**

{Remainder of Section 6 is unchanged}

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2.10.2022 **DATE:** Febuary 10, 2022

ARTICLE 19
HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

Section 2. Overtime

(a) All employees of this bargaining unit are eligible for overtime and shall be covered under the Fair Labor Standards Act.

(b) Payment of Overtime. An employee who performs work authorized by the Employer in addition to his/her regular workweek, as defined in Hours of Work, shall be compensated at time and one-half for all overtime hours over forty (40) in that workweek. The provisions of this Section shall not apply with respect to any employee employed in a position or class which has been designated unscheduled.

(c) Overtime pay shall not be pyramided. When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

(d) Exclusions provided for in subsection (b) above shall not apply to any Captain and Counselor Supervisor.

(e) Parole and Community Services Managers ~~shall be excluded from overtime as described in this section, but~~ shall be covered under Section 4 of this Article.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 3-13-22 DATE: 3.12.22

ARTICLE 19
HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

Section 4. Compensatory Time ~~Off.~~ **and Overtime Parole and Community Services Supervisors.** ~~(1) Parole and Community Services Managers who are called out to perform work outside their regular scheduled workweek shall be authorized to receive compensatory time off, and (2) who are required by the State to perform extended service outside their normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees may use compensatory time off with advance notice and approval on the date(s) requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity to the public. Compensatory time off credit and/or earned by the employee shall be retained by said employee and shall not be subject to any "use it or lose it" provision. Any employee who is consistently denied use of accrued compensatory time off under this section may grieve its denial~~.

A. Additional Hours Worked. All Parole and Community Services Supervisors, shall receive compensatory time off and compensatory overtime pay for authorized hours worked in excess of the applicable work week according to the following;

1.) Parole and Community Services Supervisors may accrue compensatory hours for overtime hours up to a limit of four hundred eighty (480) hours, after which said employee(s) shall be paid time and one-half (1 1/2) for any overtime hours worked.

2.) Compensatory Time shall be earned at a rate of one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required.

3.) Such employees may use Compensatory Time with advanced notice and approval on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.

4.) Overtime Compensation may be paid in cash as the State's option, in lieu of providing compensatory time off, in any workweek or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.

5.) Any such employee who has a Compensatory Time accrual balance of four hundred eighty (480) hours shall receive any additional overtime earned as Overtime Compensation which shall be paid in cash, at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.

6.) Paid leave (sick, vacation, holiday, etc.) shall be considered time worked for purposes of calculating Compensatory Time and Overtime Compensation.

B. Unscheduled Overtime. Employees shall receive additional Compensatory Time for work performed during non-work hours according to the following;

1) When a Parole and Community Services Supervisor is contacted during their non-work hours he or she shall be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes/emails.

2) If the Parole and Community Services Supervisor is contacted during their non-work hours, the Parole and Community Services Supervisor shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court.

3) Should a Parole and Community Services Supervisor be contacted during their non-work hours on a State holiday, Article 32 "Holidays," shall apply for the accrual of callback compensatory time.

C. Compensatory Time credited and/or earned by bargaining unit member(s) shall be retained by said employee(s) until such time as the employee(s) utilizes the credited and/or earned Compensatory Time and shall not be subject to any "use or lose" provision.

When the employee/employer relationship is terminated by any means (retirement, resignation, termination, etc.) and said employee has credited/accrued Compensatory Time, said employee shall be paid his or her applicable hourly rate for each credited/accrued Compensatory Time hour or partial hour. In the event of an employee's death, said payment shall be made to the employee's estate or chosen pension beneficiary.

D. An employee may utilize earned/accrued Compensatory Time to receive pay within a FMLA leave period. In such instances, the Compensatory Time used will be counted against the employee's FMLA leave entitlement.

NP-8 TENTATIVE AGREEMENT

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 11, 2022 DATE: 3.9.22

TENTATIVE AGREEMENT

ARTICLE 20
SHIFT AND FACILITY ASSIGNMENTS

SHIFT TRANSFER PROGRAM

Section 8. Parole and Community Services Managers.

~~Transfers within the Agency~~ Transfers within the Department of Correction may be made when the Director or his/her designee determines there is an operational need for the transfer.

Voluntary transfer: An employee requesting a transfer to a specialized unit shall submit a written request to his/her immediate supervisor who shall forward it to the Director or his/her designee with a recommendation. An employee requesting to transfer to or between district offices -- including any non-specialized unit that might be created at central office -- must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. The employee will indicate the facility for which he/she wishes to be considered. Such departmental list will be updated quarterly and an employee must submit his/her transfer request form by the last day of the month prior to the start of the new quarter.

Involuntary Transfer: An employee shall be notified in writing at least fourteen (14) calendar days in advance of an involuntary transfer, if practicable, and in special circumstances, may request and be granted up to thirty (30) calendar days. The Agency will not transfer any employee if the transfer would create an undue hardship. Provided however involuntary transfers are within the discretion of the Agency.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2-10-2022 **DATE:** Febuary 10, 2022

ARTICLE 21
COMPENSATION

Section 1. (a) There will be no increase in the base annual salary for employees or the current salary schedules during the 2016-17, 2017-18 and 2018-2019 contract years.

(b) Effective July 1, 2015, the base annual salary for employees in the classification of Parole and Community Services Manager and the current salary schedule shall be increased by three percent (3%).

(c) Effective July 1, 2018, Lieutenants, Captains, Counselor Supervisors, and Parole and Community Services Managers will receive a two-thousand-dollar ($2,000) lump sum bonus except employees at maximum pay will receive a one-thousand-dollar ($1,000) lump sum bonus and their Maximum Rate Payment in accordance with Section 9 of this Article. Effective July 1, 2018, Deputy Wardens will receive a two-thousand-dollar ($2,000) lump sum.

(d) Effective July 1, 2019, the base annual salary for employees and their current salary schedules shall be increased by three and one-half percent (3.5%).

(e) Effective July 1, 2020, the base annual salary for employees and their current salary schedules shall be increase by three and one-half percent (3.5%).

(f) Retroactive to July 1, 2021, and upon legislative approval the base annual salary for employees and their current salary schedules shall increase by 2.5%.

(g) Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of two thousand five hundred ($2500) dollars. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

(h) Effective July1, 2022, the base annual salary for all employees shall increase by 2.5%.

(i) Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of one thousand ($1000) dollars.

(j) Effective July1, 2023, the base annual salary for all employees shall be increased by 2.5%.

(k) Fourth year wage reopener: Either party, by notice in writing no sooner than January 1, 2024, may reopen Article 21 (Compensation) Section 1 and Section 8 (annual increments).

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 11, 2022 DATE: 3.11.22

NP-8 TENTATIVE AGREEMENT

ARTICLE 21
COMPENSATION

Section 4. On-Call Pay. **Effective July 1, 2022,** Employees who are required by the appointing authority to be "on standby" or "on call" in order to ensure "after hours" coverage must receive written notification of this status. Pay for such status will be the following: ~~$1.00~~ **$2.00** an hour for all days on call except for holidays.

Holiday on call payment will be at ~~$2.50~~ **$5.00** per hour.

Notwithstanding the above, Parole and Community Services Managers and Deputy Wardens shall not be eligible for On-Call Pay.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: March 11, 2022 **DATE:** 3.10.22

NP-8 TENTATIVE AGREEMENT

ARTICLE 21
COMPENSATION

Section 5. Call-Back Pay - Definition. Employees who have left work after their regularly scheduled shift and are called back to work.

Call Back. Employees called back to duty after the completion of a regular shift shall receive a minimum of four (4) hours pay at the applicable overtime rate. This provision does not apply to employees who are called in prior to their regular starting time and work through their regular shift. ~~Notwithstanding the above sentence, employees in the classification of Parole and Community Services Manager shall receive a minimum of two (2) hours of compensatory time off. When a Parole and Community Services Manager is contacted during their non-work hours, he or she shall be eligible for one (1) hour of compensatory time off if required to answer or make phone calls/faxes or emails.~~ Notwithstanding the language of this section, call back pay is not applicable to Deputy Wardens due to the fact that they work unscheduled workweeks and can adjust their schedules accordingly.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: March 11 2022 **DATE:** 3.9.22

ARTICLE 21
COMPENSATION

Section 6. Shift Commander Pay. The acting shift commander shall be compensated as if promoted to the classification of the shift commander. Bargaining unit members ~~in~~ **in** the Lieutenant or Training Officer classifications who are required to serve as Shift Commanders shall be paid a stipend at the rate of $26.40 per shift worked as a ~~shin~~ **shift** commander in addition to their daily pay rate.

~~Effective at the start of the pay period following July 1, 2007, the rate shall be increased to $26.40 per shift.~~

Effective at the start of the pay period following July 1, 2022, the rate shall be increased to $35.00 per shift.

The acting shift commander pay shall apply to ~~n~~ **a** Lieutenant or Training Officer who is designated as the acting shift commander at the start of a particular shift and who performs that function for a substantial portion of that shift (i.e. at least six hours of the shift).

The parties agree that Captains, ~~and~~ Counselor Supervisors, and Deputy Wardens are not eligible for the acting shift commander pay.

If a Captain is working overtime as ~~port~~ **part** of the supervisory coverage, the Captain will function as the shift commander.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: March 11, 2022 **DATE:** 3.10.22

ARTICLE 21
COMPENSATION

Section 8. Annual Increments.

(a) An employee's annual increment date will be the date that an employee receives a salary advancement in the salary range.

All employees who become Lieutenants or Training Officers after December 3, 2001 will keep the annual increment date they had while a member of the Correctional bargaining unit (NP-4). All employees who were members of the bargaining unit on or before December 3, 2001 shall revert to the annual increment date they had when they were members of the Correctional bargaining unit (NP-4). All employees who became state employees for the first time as members of this bargaining unit will have their annual increment date determined in accordance with existing state practice.

Notwithstanding the prior paragraph, employees who were in the classifications of Captain or Counselor Supervisor on or before October 17, 2005 will have a July increment date. Employees appointed to the Captain or Counselor Supervisor classifications on or after October 18, 2005 will keep the annual increment date that they held in their prior job title.

Notwithstanding the above, employees who were in the classification of Parole and Community Service Manager on or before May 8, 2015 will have a July increment date. Employees appointed to the classification of Parole and community Service Manager after May 8, 2015 will keep the annual increment date they held in their prior job title.

Notwithstanding the above, employees who were in the classification of Deputy Warden on or before December 31, 2019 will have a January increment date. Employees appointed to the classification of Deputy Warden after December 31, 2019 will keep the annual increment date they held in their prior job title.

(a) The value of the salary advancement in the salary range on the employee's annual increment or anniversary date shall be three percent (3%).

(b) (1)Employees in the classification of Parole and Community Manager will be eligible for and receive annual increments retroactive to the 2015-2016 contract year.

(2) There will be no payment of annual increments for 2016-2017, 2017-2018 and 2018-2019 contract years.

(3) Annual increments for the 2019-2020 and 2020-2021 contract years. Employees will be eligible for and receive annual increments in accordance with existing practice.

(4) Annual increments for the 2021-2022, 2022-2023 and 2023-2024 contract years. Employees will be eligible for and receive annual increments in accordance with existing practice and the SEBAC Guidelines agreed to and executed on February 7, 2022.

Annual increments previously effective on July 1st of each year shall be effective June 30th of each year beginning on June 30, 2013 and annual increments previously effective January 1st of each year shall be effective December 30th beginning on December 30, 2013.

NP-8 TENTATIVE AGREEMENT

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 11, 2022 DATE: 3.9.22

NP-8

TENTATIVE AGREEMENT

ARTICLE 21

COMPENSATION

Section 13. Effective July 1, 2019, there shall be a five hundred dollar ($500) annual supervisory stipend paid to all bargaining unit employees. Effective July 1, 2020, the annual supervisory stipend shall be increased to six hundred and fifty dollars ($650) per year. The payment of the stipend shall be made in the first pay period that includes July 1st.

Effective July 1, 2022, the annual supervisory stipend shall be increased to seven hundred fifty dollars ($750) per year. Effective July 1, 2023, the annual supervisory stipend shall be increased to eight hundred fifty dollars ($850) per year.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 11, 2022 DATE: 3/10/2022

TENTATIVE AGREEMENT

ARTICLE 23

SWAPS

Section 1. Correctional Lieutenants shall be allowed to swap scheduled shifts with other Lieutenants in the same classification at the same worksite, as provided in this Article and the DOC Swap Guidelines. Swaps shall not be permitted for any employee in the working test period.

Section 2. A Swap Request form shall be utilized by staff for this purpose. Staff shall submit the swap request form to the designated facility supervisor(s) at least forty-eight (48) hours prior to the first shift of the proposed swap. The Department reserves the right to revise the Swap Request form.

Section 3. The Swap Request form must indicate an agreed-upon swap payback date that is within seventy (70) calendar days of the initial swap or within the maximum period allowed by law as determined by the State Department of Labor, whichever is less. The payback date must be a day on which the employee is scheduled to be on duty. Open-ended swaps and three-way swaps shall not be allowed.

Section 4. An employee actually working for another employee while on a swap shall retain his/her seniority. In the event of Involuntary overtime (holdover) being necessary.

Section 5. No employee shall work more than two (2) consecutive shifts including swaps, except in an emergency situation.

Section 6. ~~Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines.~~ The employee actually working as Acting Shift Commander shall receive Acting Shift Commander Pay pursuant to Article 21 Section 6.

Section 7. Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines.

The preceding Article 23 does not apply to Parole and Community Services ~~Managers~~ Supervisors or to Deputy Wardens.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2.10.2022 **DATE:** Febuary 10, 2022

NP-8

ARTICLE 24
TEMPORARY SERVICE IN A HIGHER CLASS

Section 1. An employee who is assigned to perform temporary service in a higher class shall commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of the Department of Administrative Services or designee.

Section 2. Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence or other reasons. Extended absence is one which is expected to last more than 30 working days.

Section 3. 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 seeking approval of the assignment from the Commissioner of the Department of Administrative Services or designee in writing.

Section 4. If on or after the thirty-first consecutive working day of such service, the Commissioner of the Department of Administrative Services or designee has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5.

Section 5. In the event the Commissioner of the Department of Administrative Services or designee 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 shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

Section 6. Temporary assignments to a higher class for periods of thirty working days or less shall not be utilized to defeat the basic contractual obligation herein.

~~The preceding Article 24 does not apply to Deputy Wardens.~~ **The preceding Article 24 does not apply to Deputy Wardens working as Acting Wardens. It applies to Deputy Wardens in all other circumstances**.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: March 11, 2022 **DATE:** 3.10.22

TENTATIVE AGREEMENT

ARTICLE 35

SICK LEAVE

(d) In the event of ~~critical~~ illness or ~~severe~~ injury of a member of the immediate family who requires the attendance of the employee, provided that not more than **ten (ten)** ~~five (5)~~ days of sick leave per calendar year shall be granted therefor.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 9-10-2022 DATE: Febuary 10, 2022

ARTICLE 51
DURATION

This agreement shall be effective July 1, ~~2016~~ **2021** and shall expire on June 30, ~~2021~~ **2025**. On or after the date described in Connecticut General Statutes Section 5-276a(a), either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable with a view toward concluding negotiations on or before May 1, ~~2021~~ **2025**.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 28, 2022 DATE: 3.28.22

ARTICLE 52
EMPLOYEE DRUG TESTING/SCREENING

Section 1. Applicability. ~~There shall be a drug testing/screening program for Department of Correction employees.~~ There shall be a drug testing/screening program for Department of Correction and Board of Parole employees.

Section 2. Probable Cause. (a) An employee shall be subject to an immediate ~~drug test~~ immediate alcohol and/or drug test if probable cause of alcohol and/or drug use exists as determined by his/her supervisor, Warden or designee. On June 22, 2021, Governor Lamont signed into law Public Act 21-1, An Act Concerning Responsible And Equitable Regulation of Adult-Use Cannabis, which legalized adult-use cannabis in Connecticut effective July 1, 2021. For alcohol or marijuana use, "use" shall mean consumption of alcohol or marijuana on the job, or consumption prior to work but in a way that produces on-the-job impairment. ~~Such drug testing shall be administered by a qualified physician of the Employer's choice.~~

(b) The probable cause standard for drug testing is based upon a specific, objective fact or facts, and reasonable inferences drawn from those facts that are reasonable in light of experience that the individual may be involved in the use of any illegally used drug or controlled substances. Probable cause determinations may be based upon:

(1) Observable phenomena, such as the physical symptoms or manifestations of being under the influence of a drug, controlled substance, or marijuana; abnormal or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement, gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, or frequent accidents not attributable to other factors);

(2) Arrest, indictment or conviction for drug related offenses or the direct observation of illegal use of drugs on-duty or off-duty or the identification of an employee through an affidavit as being involved directly or indirectly in activities that are the subject of criminal investigation into illegal drug use or trafficking; and/or

(3) Evidence that an employee has tampered with a previously administered drug test.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of

information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(d) The Union shall be promptly notified when a determination of probable cause has been made. Documentation regarding that determination will be made available to the Union, upon request, if approved by the subject employee.

~~(e) This Article and its cited reasons for probable cause shall not preclude the Department from taking disciplinary action, up to and including dismissal, for such actions referred to in Section 2(b)(2) and Section 2(b)(3) regardless of whether or not a drug test has been imposed on or completed by the employee.~~

~~Section 3. Testing.~~

~~(a) Laboratory - A facility certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs shall be used for the testing provided for in this article.~~

Section 3. ~~(b)~~ Methodology. ~~All samples will be tested consistent with the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing. At the time of the drug test, the employee's urine sample will be divided into two collection bottles (split sampling). If a specimen is reported as positive, the employee, upon written application to the DOC Human Resources Director, and within ten (10) days of the notification of a positive result, may have the untested specimen independently tested by a laboratory, as defined herein.~~

~~At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether the employee is using any prescription drugs. If the test is positive the employee must present evidence of the use of prescription drugs, which shall include all written confirmation from the employee's prescribing physician, and copies of the prescription.~~

Such alcohol and/or drug testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. The method of alcohol testing shall be an evidentiary breath test arranged by the Employer whereby a negative/successful screening is such that the employee does not register results that are .02 or higher on an alcohol test that is conducted in accordance with the procedures established by the US Department of Transportation regulation, 49 CFR Part 40. All initial tests shall be paid for by the Employer.

In recognition of the fact that THC can remain in a user's blood or urine for weeks after the effects of intoxication and impairment have worn off, a positive test result for marijuana shall not be considered evidence of prohibited drug use absent probable cause evidence of on-the-job impairment, as defined in Section 2 above.

~~(c) Medical Review. All urinalysis drug test results along with the confidential statement prepared by the employee will be communicated by the laboratory to a specially trained physician serving as Medical Review Officer. The Medical Review Officer will notify the DOC Human Resources Director directly if an employee's test result is negative. If the test result is positive, the Medical Review Officer will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that the employee has 72 hours to request a test of the split specimen, if, after making reasonable efforts and documenting those efforts, the Medical Review Officer is unable to reach the employee, the Medical Review Officer shall contact a designated management official, who shall direct the employee to contact the Medical Review Officer within twenty-four (24) hours. The Department will be notified that the employee tested positive or negative. If the test is positive, the identity of the specific drug(s) involved, as well as other information regarding the test, will be disclosed to the Department by the Medical Review Officer.~~

~~Section 4. Random Drug Testing. (a) All bargaining unit members will be subject to random drug testing. Such testing will be done during an employee's on duty hours. An employee may not be tested under this Section more than once per contract year.~~

~~(b) Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing. The random selection shall be made by computer-generated numbers for each bargaining unit employee covered by this Agreement.~~

~~(c) Failure to report for testing may constitute insubordination and the imposition of discipline. Each random selection shall be made from the full complement of bargaining unit employees covered by this Agreement, regardless of classification.~~

Section 4. Refusal to Take Test. Termination will result if the employee refuses to be administered the test. Positive findings from both the alcohol and/or drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved alcohol and/or drug rehabilitation program.

~~Section 5. Post incident testing. Only employees assigned to the Central Transportation Unit shall be subject to post incident testing. These employees shall be tested according to the procedure currently in place or as required to maintain federal or state Commercial Driver's Licenses.~~

Section 5. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

~~Section 6. Refusal to Take Test, Tampering or Positive Results. Termination will result if the employee refuses to be administered the test or tampers with the test or the sample. Positive findings from the drug testing process, including the split sample if applicable, will result in the employee being relieved of duty and placed on sick or vacation pay or on an unpaid leave of absence (if the employee does not have sufficient accruals), pending completion of departmental-approved drug rehabilitation program.~~

Section 6. Return to Duty. Upon return to duty after successfully completing the alcohol and/or drug rehabilitation program, the employee will be subject to random evidentiary alcohol breath tests and/or a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to alcohol and/or drug screening based on probable cause for a cause for a period of two years during which time if the employee tests positive for alcohol and/or drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause alcohol and/or drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.

~~Section 7. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.~~

TENTATIVE AGREEMENT

~~Section 8. Return to Duty. Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, warden, or designee, based on probable cause, shall be terminated.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2-10-2022 DATE: Febuary 10, 2022

TENTATIVE AGREEMENT

ARTICLE 53

HEALTH AND WELLNESS

Section One. The parties shall establish a joint union/management health and wellness committee.

Section Two. The Committee shall be composed of three union and three management representative. Each party shall appoint its members with the intent of the members servicing the term of the collective bargaining agreement.

Section Three. Effective July 1, 2019, there shall be an annual fund of ten thousand dollars ($10,000). There shall be an unlimited carryover of unused funds from one contract year to the next contract year.

Section Four. Committee endorsement of proposals shall be sufficient to expend funds. The parties shall forward Committee endorsed proposals to the Department of Administrative Services to draw upon funds.

Section Five. Effective July 1, 2017, each bargaining unit member will be entitled to attend one (1) paid day of training each year on health and wellness. The training program will be developed by the joint labor/management committee on health and wellness.

Section 7. Effective July 1, 2021, all newly appointed employees in the bargaining unit shall attend a mandatory one (1) day peer training on health and wellness. This mandatory training shall be scheduled as soon as practicable within the first three (3) months of appointment, but no later than one (1) year following appointment. Attendance at this mandatory training shall be considered as the employee's annual training for that year under this provision of this Article.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2-10-2022 **DATE:** Febuary 10, 2022

SUPERSEDENCE APPENDIX
NP-8
EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 7	C.G.S. 5-260, 5-280
Union Rights	Article 8, Sec. 5	C.G.S. 5-238 Reg. 5-238-1 through 5-238-5
Tuition Reimbursement	Article 11 Sec. 2	C.G.S. 4-89
Workshop and Conference	Article 12, Sec. 3	C.G.S. 4-89 Reg. 5-141c-8
Working Test Period	Article 14, Sec. 4 & 5	C.G.S. 5-230 Reg. 5-230-1
Grievance Procedure	Article 17, Sec. 6	C.G.S. 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16
Overtime	Article 19, Sec. 2	C.G.S. 5-245 Reg. 5-238-5
Compensatory Time	Article 19, Sec. 4	C.G.S. 5-245 Reg. 5-238-5
Transfers	Article 20	C.G.S. 5-239 Reg. 5-239-1
Compensation, General Wage Increases, Special Lump Sum	Article 21, Sec. 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation, On-Call Pay Reg.& Holiday	Article 21, Sec. 4	C.G.S. 5-245
Compensation, Call Back Compensatory Time	Article 21, Sec. 5	C.G.S. 5-245 Reg. 5-238-5
Compensation, Acting Shift Commander	Article 21, Sec. 6	C.G.S. 5-200(k), C.G.S. 5-200(m) C.G.S. 5-245
Compensation, Annual Increments	Article 21, Sec. 8	C.G.S. 5-200(k) C.G.S. 5-200(m)

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Compensation, Lump Sum	Article 21, Sec. 9	C.G.S. 5-200(k) C.G.S. 5-200(m)
Stipends	Article 21, Section 13	C.G.S. 5-200 (k) C.G.S. 5-200 (m)
Swaps	Article 23, Sections 6 &7	C.G.S. 5 238, 5-245, 5-246, Reg.5-238-1(a), Reg. 5-238-2 (a), (b), (c), Reg. 238-3, Reg. 5-238-4, Reg. 238-5.
Temporary Service in Higher Class, Deputy Wardens	Article 24	C.G.S. 5-209
Sick Leave Increase of days from 5 to 10 for family illness.	Article 35	C.G.S. 5-247, 5-248a, 5-248b Reg. 5-247-4 (a)
Health and Wellness New Employees shall attend 1 day of peer training	Article 53	C.G.S. 5-238, Reg. 5-238-1 to 5-238-5

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: NP-8 Correctional Supervisors
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	17
	General Fund	492

Total Annual Wages (26 pay periods) All Funds: $2,548,730

		Annualized Basis (26 Pay Periods for All Years)			
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$149,925				
1st Year Contract: 2021-2022	$156,747	2.50%	2.05%	0.00%	4.55%
2nd Year Contract: 2022-2023	$173,773	2.50%	2.05%	6.31%	10.86%
3rd Year Contract: 2023-2024	$181,680	2.50%	2.05%	0.00%	4.55%
4th Year Contract: 2024-2025	$181,680	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$2,548,730	$132,343	$395,103	$503,620	$532,176	$532,176
Fringe Benefits Value of Current Items		$19,719	$58,870	$75,039	$79,294	$79,294
TOTAL WAGES AND BENEFITS		$152,062	$453,973	$578,660	$611,471	$611,471

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$63,718	$63,718	$63,718	$63,718	$63,718
(2) Annual Increment - On Time		$26,124	$52,249	$52,249	$52,249	$52,249
(3) $2,500 One-time payment		$42,500	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$132,343	$115,967	$115,967	$115,967	$115,967
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$66,617	$66,617	$66,617	$66,617
(2) Annual Increment - On Time			$27,313	$54,626	$54,626	$54,626
(3) $1,000 One-time payment - 7/1/2022			$17,000	$0	$0	$0
(4) Increase Tuition Remb..Fund To $25K			$5,000	$5,000	$5,000	$5,000
(5) Increase On-call Pay			$49,543	$49,543	$49,543	$49,543
(6) Increase Shift Commander pay			$64,362	$64,362	$64,362	$64,362
(7) Increase Supervisory Stipend by $100			$49,300	$49,300	$49,300	$49,300
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$279,136	$289,449	$289,449	$289,449
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$69,649	$69,649	$69,649
(2) Annual Increment - On Time				$28,556	$57,112	$57,112
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$98,204	$126,760	$126,760
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$132,343	$395,103	$503,620	$532,176	$532,176
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$8,205	$24,496	$31,224	$32,995	$32,995
Medicare 1.45%	1.45%	$1,919	$5,729	$7,302	$7,717	$7,717
Unemployment 0.15%	0.15%	$199	$593	$755	$798	$798
SERS Normal Cost 4.1%	4.10%	$5,426	$16,199	$20,648	$21,819	$21,819
OPEB Contribution 3%	3.00%	$3,970	$11,853	$15,109	$15,965	$15,965
TOTAL FRINGE IMPACT	14.9%	$19,719	$58,870	$75,039	$79,294	$79,294
TOTAL COST OF CONTRACT - ALL FUNDS		$152,062	$453,973	$578,660	$611,471	$611,471

NP-9 TENTATIVE AGREEMENT

STATE OF CONNECTICUT

AND

STATE POLICE LIEUTENANTS AND CAPTAINS
NP-9 BARGAINING UNIT

July 1, ~~2016~~ 2021 to June 30, ~~2021~~ 2025

ARTICLE 6
UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. ~~During the life of this Agreement~~ **Consistent with labor laws and precedent,** 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.~~ **The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.**

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.~~ **The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke 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. § 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. The Union shall comply with the requirements of Chicago Teachers' Union v. Hudson, 775 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.~~ **Upon request of the State, the Union shall**

provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues ~~or agency service fee~~ deducted under this Article **together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format,** shall be remitted to the Secretary/Treasurer of the Union ~~as soon as practicable~~ **within a week** after ~~each~~ **the** payroll~~,~~ **period** ~~along with the list of employees for whom any~~ **in which** such deduction is made. **The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, ~~and~~ Job Entry Date, and all other information currently provided with such list.**

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 **not** be ~~discontinued~~ **made** 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.~~ **The Union shall indemnify the State Employer for its damages or cost incurred in defense of actions taken in compliance with this Article by the State.**

Section Ten. ~~There shall be a~~ **The existing** system of voluntary payroll deduction for the Union's Political Action Fund~~:~~**shall be continued. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.**

Section Eleven. **The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State will provide the Union with a report of separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a**

minimum, the employee name, agency, job title and effective date of the action. 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, job title and effective date of the action.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 15, 2022 DATE: 3.15.22

ARTICLE 7
UNION RIGHTS

Section one. Union Business Leave. The Union shall be provided with a bank of hours to release members on paid time for approved union business leave. For each year of the contract the total number of hours shall be 250. The hours shall roll over from contract year to contract year but will terminate at the termination of the contract.

This bank of hours shall be in addition to paid release time to stewards to investigate and represent members in work place matters and grievance hearings, and will **be** in addition to release time for the biennial CSEA, SEIU Local 2001 Convention**and will be in addition to paid release time for union designee to conduct, and for new members to attend, new member orientations.**

Section two. Bulletin Boards. The Union will ~~also~~ be provided space in each work location to post union related information which information shall not be derogatory in nature.

Section Three. New Member Orientation. The State will provide at least one (1) hour for the steward and new member of the bargaining unit to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, new bargaining unit members and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be

combined with an orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new bargaining unit member orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new bargaining units member's date of entry into the unit, and does not occur in conjunction with the Employer's bargaining unit member orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

Section Four. Access to Premises. Union Staff Representatives and officials shall be permitted to enter the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating grievances, workplace-related complaints and other workplace issues, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

Section Five. The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's

website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: Mar. 15, 2022 DATE: 3.15.22

TENTATIVE AGREEMENT

ARTICLE 9
WORKING TEST PERIOD

Section Two. (a) Both the initial and promotional working test period for classes covered by this Agreement shall be one (1) year. (b) A working test period interrupted as the result of extended illness and/or authorized leave of absence of ~~three~~ more than five days ~~or more~~ shall be suspended for such period and will resume when the employee returns to duty and is able to carry out the duties and responsibilities of the position.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/14/2022 DATE: 2/14/2022

TENTATIVE AGREEMENT

ARTICLE 12
GRIEVANCE PROCEDURE

STEP 2. AN UNRESOLVED GRIEVANCE FILED AT STEP 1 MAY BE APPEALED TO THE ~~DIRECTOR~~ Undersecretary FOR LABOR RELATIONS OR DESIGNEE WITHIN SEVEN DAYS OF THE RECEIPT OF THE STEP I ANSWER OR WITHIN 45 DAYS OF THE FILING OF THE GRIEVANCE IF THERE IS NO STEP 1 RESPONSE. THE ~~DIRECTOR~~ Undersecretary FOR LABOR RELATIONS OR DESIGNEE MAY HOLD A CONFERENCE WITHIN 30 DAYS OF THE RECEIPT OF THE GRIEVANCE AND ISSUE A RESPONSE WITHIN 15 DAYS OF THE STEP 2 CONFERENCE. FAILURE TO SUBMIT THE GRIEVANCE WITHIN THE ABOVE TIME LIMIT SHALL BE DEEMED A WAIVER OF THE GRIEVANCE. Submission of a grievance to Step II (OLR) shall be by electronic mail. Submissionolr@ct.gov.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/14/2022 DATE: 2/14/2022

TENTATIVE AGREEMENT

NP-9

ARTICLE 14
HOURS OF WORK

Bargaining unit members shall work a five day on, two day off, four day on, three day off, schedule with the work days generally falling on Monday through Friday on the day shift.

The regular work day shall be nine hours or nine and one-one-quarter hours with one-half hour at the beginning of the day and at the end of the day for travel to and from work. Bargaining unit employees shall average forty hours a week of work over an eight week period.

Bargaining unit members shall not be entitled to any overtime pay and may only earn Compensatory Time as provided for in a separate Article under this agreement. The Union agrees not to seek overtime provisions in any successor contract to this Agreement.

Beginning July 1, 2022, the existing one-half hour paid lunch period shall be counted as time worked. However, during said meal period employees must be available to be contacted and dispatched. Employees are to take their meal period within their assigned command and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 11, 2022 DATE: 3.10.22

ARTICLE 17 - COMPENSATION

SECTION ONE. GENERAL WAGE INCREASES

(a) The chart below shows the salary and classes effective as of the expiration of the prior agreement.

Step	Class	Years in Grade	Total Annual
1	Lieutenant	0-3 as Lieutenant	$129,102
2	Lieutenant	3-5 as Lieutenant	$133,649
3	Lieutenant	5+ as Lieutenant	$138,193
1	Captain	0-3 as Captain	$145,467
2	Captain	3-5 as Captain	$150,013
3	Captain	5+ as Captain	$154,559

~~(b) Effective the first day of the pay period following July 1, 2019, each salary level in each covered classification, namely Lieutenant and Captain shall receive a 3.5% increase.~~

~~Lieutenant 0-3 years in rank $124,736 3+ years in rank$ 129,129 5+ years in rank $133,520~~

~~Captain 0-3 years in rank $140,548 3+ years in rank $144,940 5+ years in rank $149,332~~

~~(c) Effective the first day of the pay period following July 2020, each salary level in each covered classification, namely Lieutenant and Captain shall receive a 3.5% increase.~~

~~Lieutenant 0-3 years in rank $129,102 3+ years in rank $133,649 5+ years in rank $138,193~~

~~Captain 0-3 years in rank $145,467 3+ years in rank $ 150,013 5+ years in rank $154,559~~.

Effective the first day of the pay period following July 1, 2021, Lieutenants shall receive an increase of 2.5% as to their general wages, and the salary levels shall be as follows.

Lieutenant 0-3 years in rank $132,330, 3+ years in rank $136,990, 5+ years in rank $141,648

Effective the first day of the pay period following July 1, 2022, Lieutenants shall receive an increase of 2.5% as to their general wages, the lowest salary level shall be dropped, a new level added at the same pay increment as between the prior levels, in each salary level, and the changes reflected in Article 14 (mealtime), shall become effective resulting in the following levels being effective on that date.

0-3 years $148,840, 3+ years $ $153,900, 5+ years $158,961

Effective the first day of the pay period following July 1, 2023, Lieutenants shall receive an increase of 2.5% as to their general wages resulting in the following levels being effective on that date.

0-3 years $152,561, 3+ years $157,748, 5+ years $162,935

Effective the first day of the pay period following July 1, 2021, Captains shall receive an increase of 2.5% as to their general wages, the lowest salary level shall be dropped, a new level added at the same pay increment as between the prior levels, in each salary level, resulting in the following levels being effective on that date

0-3 years $153,763, 3+ years $158,423, 5+ years $163,083

Effective the first day of the pay period following July 1, 2022, Captains shall receive an increase of 2.5% as to their general wages, and the changes reflected in Article 14 (mealtime), shall become effective, resulting in the following levels being effective on that date

0-3 years , $167,064, 3+ years $172,127, 5+ years $177,189

Effective the first day of the pay period following July 1, 2023, Captains shall receive an increase of 2.5% as to their general wages, resulting in the following levels being effective on that date.

0-3 years , $171,240, 3+ years $176,430, 5+ years $181,619

Special Lump Sum Payments:

Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of $2,500 (two thousand five hundred dollars). Eligible employees shall be those active employees in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of $1,000 (one thousand dollars).

Section Two. Lump Sum Payments.

~~Effective in July 2016, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July, 2016-June 30, 2017 contract year.~~

~~Effective July 2017, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2017-June 30, 2018 contract year.~~

~~Effective July 2018, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2018-June 30, 2019 contract year.~~

~~Effective July 2019, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2019 to June 30, 2020 contract year.~~

~~Effective July 2020, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2020 to June 2021 contract year~~.

Effective July 1, 2022 (the July 2021 lump sum having already been paid), each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the each contract year.

Section Three. Movement through Classification salary levels.

In contract year July 1, 2021 to June 30, 2024, each bargaining unit employee in each classification whose years in rank qualifies that officer for advancement to a higher salary level shall move to that salary level effective the

first full pay period following the date of their appointment to the applicable rank in accordance with the 0-3, 3+ and 5+ salary levels.

~~**Section Four.** Payments to officers in 2018-2019.~~

~~In July of 2018, each bargaining unit employee in the classification of Lieutenant and Captain shall receive a $2,000 lump sum payment.~~

~~**Section Five.** Furlough days July 2017-2018 contract year.~~

~~In the 2017-2018 contract year, in lieu of furlough days pursuant to the SEBAC Agreement, effective July 1, 2017, and for each month during the 2017-18 contract year, bargaining unit members shall have a reduction of one-quarter of a day sick leave.~~

FOR THE STATE: FOR THE UNION:

DATE: March 11, 2022 DATE: 3.11.2022

TENTATIVE AGREEMENT

NP-9

ARTICLE 18
TUITION REIMBURSEMENT

Tuition reimbursement for up to nine credits per semester. Reimbursement at the rate of 100% for tuition and lab fees for credits at a community college and reimbursement up to 85% of the per credit rate at the University of Connecticut for any undergraduate and/or graduate credits.

$5000 for contract year commencing July 1, 2021, and in contract years commencing July 1, 2022, July 1, 2023, and July 1, 2024, $10,000 shall be available for reimbursement to bargaining unit members for tuition reimbursement and if funds in any year are not sufficient, distribution to eligible employees shall be on equal pro rata basis. Funds shall carry over from contract year to contract year but the funds shall expire upon termination of the contract.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: March 11, 2022 **DATE:** 3.10.22

TENTATIVE AGREEMENT

ARTICLE 27

PREGNANCY, MATERNAL AND PARENTAL LEAVE

SECTION TWO. UP TO ~~FIVE~~ TEN (5 10) 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.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/14/2022 DATE: 2/14/2022

TENTATIVE AGREEMENT

ARTICLE 31
WORKING TEST PERIOD

Except where varied in this agreement, the State will continue in force its written rules and regulations with reference to sick leave, personal leave, or other paid or unpaid leave.

~~Notwithstanding the foregoing, for the contract year 2017-18, in lieu of furlough days, bargaining unit members shall accrue one-quarter less sick days each month, for a total reduction during the year of three (3) sick days. If an employee terminates employment before June 30, 2018 without having provided the full benefit of the reduction, an appropriate adjustment shall be made to his accrual and/or final paycheck.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/14/2022 DATE: 2/14/2022

TENTATIVE AGREEMENT

ARTICLE 37
SICK LEAVE

SECTION TWO. EMPLOYEES MAY USE SICK LEAVE:

(a) WHEN INCAPACITATED FOR DUTY.

(b) FOR MEDICAL, DENTAL, OR EYE EXAMINATIONS, OR TREATMENTS, FOR WHICH ARRANGEMENTS CANNOT BE MADE OUTSIDE OF WORKING HOURS.

(c) DEATH IN THE IMMEDIATE FAMILY. IN THE EVENT OF DEATH IN THE IMMEDIATE FAMILY, WHEN AS MANY AS THREE (3) WORKING DAYS LEAVE WITH PAY MAY BE USED.

(d) IN THE EVENT OF ~~CRITICAL~~ ILLNESS OR ~~SEVERE~~ INJURY OF A MEMBER OF THE IMMEDIATE FAMILY WHO REQUIRES THE ATTENDANCE OF THE EMPLOYEE, PROVIDED THAT NOT MORE THAN ~~FIVE~~ TEN (510) DAYS OF SICK LEAVE PER CALENDAR YEAR SHALL BE GRANTED THEREFOR.

(e) FOR GOING TO, ATTENDING, AND RETURNING FROM FUNERALS OF PERSONS OTHER THAN MEMBERS OF THE IMMEDIATE FAMILY, PROVIDED THAT NOT MORE THAN THREE (3) DAYS OF SICK LEAVE PER CALENDAR YEAR SHALL BE TAKEN THEREFOR.

(f) IMMEDIATE FAMILY MEANS SPOUSE, PARENT, SIBLINGS, CHILDREN, AND ALSO ANY RELATIVE WHO IS DOMICILED IN THE EMPLOYEE'S HOUSEHOLD.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/14/2022 DATE: 2/14/2022

NP-9 TENTATIVE AGREEMENT

ARTICLE 41
DURATION

1. ~~This agreement covers the period of July 1, 2016 to June 30, 2021.~~ **This agreement covers the period of July I, 2021 to June 30, 2025.** The language changes herein shall become effective upon legislative approval unless stated to the contrary.

2. Negotiations for a successor agreement to this agreement shall commence within the timetable established under C.G.S. Section 5-276 (a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.

3. **Notwithstanding section 1, above, there shall be a reopener with respect to general wages and salary level effective July 1, 2024. Negotiations shall commence within the timetable established under C.G.S. Section 5-276(a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.**

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 11, 2022 DATE: 3.10.22

SUPERSEDENCE APPENDIX
NP-9
EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 6	C.G.S. 5-260, 5-280
Union Rights	Article 7	C.G.S. 5-238
Working Test Period Working test period extended due to extended illness from 3 to 5 or more days.	Article 9, Sec. 2	C.G.S. 5-230 Reg. 5-230-1
Grievance Procedure	Article 12, Step two	C.G.S. 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16
Hours of Work .5 hr. for lunch part of the work day	Article 14	C.G.S. 5-238, 5-245,5-246 Reg. 5-238-1(a),5-238-2(a), (b), (c)
General Wage Increases, Special Lump Sum Payment, Automatic Increases based on Time in Rank	Article 17 Section 1 & 3	C.G.S. 5-200(k) C.G.S. 5-200(m)
Automatic Increases based on Time in Rank	Article 17 Section 1 Appendix A	C.G.S. 5-200(k) C.G.S. 5-200(m)
Lump Sum Payment	Article 17 Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Tuition Reimbursement Funds	Article 18	C.G.S. 4-89
Pregnancy, Maternal and Parental Leave	Article 27 Sec. 2	C.G.S. 5-247, 5-248a, 5-248b Reg. 5-247-4(a), 5-248b-1 through 5-248b-9
Sick leave	Article 37 Sec.2	C.G.S. 5-247, 5-248a, 5-248b Reg 247-4 9a)

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: NP-9 State Police Lieutenants and Captains
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	95
	General Fund	95

Total Annual Wages (26 pay periods) All Funds: $10,287,115

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$108,285				
1st Year Contract: 2021-2022	$113,212	2.50%	2.05%	0.00%	4.55%
2nd Year Contract: 2022-2023	$122,636	2.50%	2.05%	3.77%	8.32%
3rd Year Contract: 2023-2024	$128,216	2.50%	2.05%	0.00%	4.55%
4th Year Contract: 2024-2025	$128,216	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$10,287,115	$600,121	$1,328,754	$1,749,904	$1,874,938	$1,874,938
Fringe Benefits Value of Current Items		$89,418	$197,984	$260,736	$279,366	$279,366
TOTAL WAGES AND BENEFITS		$689,539	$1,526,739	$2,010,640	$2,154,304	$2,154,304

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$257,178	$257,178	$257,178	$257,178	$257,178
(2) Annual Increment - On Time		$105,443	$210,886	$210,886	$210,886	$210,886
(3) $2,500 One-time payment		$237,500	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$600,121	$468,064	$468,064	$468,064	$468,064
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$268,879	$268,879	$268,879	$268,879
(2) Annual Increment - On Time			$110,241	$220,481	$220,481	$220,481
(3) $1,000 One-time payment - 7/1/2022			$95,000	$0	$0	$0
(4) Revise pay plan and mealtime treatment			$381,570	$391,110	$400,887	$400,887
(5) Increase Tuition Remb..Fund To $10K			$5,000	$5,000	$5,000	$5,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$860,690	$885,470	$895,248	$895,248
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$281,113	$281,113	$281,113
(2) Annual Increment - On Time				$115,257	$230,513	$230,513
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$396,370	$511,627	$511,627
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$600,121	$1,328,754	$1,749,904	$1,874,938	$1,874,938
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$37,207	$82,383	$108,494	$116,246	$116,246
Medicare 1.45%	1.45%	$8,702	$19,267	$25,374	$27,187	$27,187
Unemployment 0.15%	0.15%	$900	$1,993	$2,625	$2,812	$2,812
SERS Normal Cost 4.1%	4.10%	$24,605	$54,479	$71,746	$76,872	$76,872
OPEB Contribution 3%	3.00%	$18,004	$39,863	$52,497	$56,248	$56,248
TOTAL FRINGE IMPACT	14.9%	$89,418	$197,984	$260,736	$279,366	$279,366
TOTAL COST OF CONTRACT - ALL FUNDS		$689,539	$1,526,739	$2,010,640	$2,154,304	$2,154,304

P-2 TENTATIVE AGREEMENT

CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

SOCIAL AND HUMAN SERVICES

(P-2) BARGAINING UNIT

EFFECTIVE JULY 1, 20212017 EXPIRING JUNE 30, 20252021

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/26/2022

P-2 TENTATIVE AGREEMENT

ARTICLE 6

UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. Consistent with labor laws and precedent, ~~A~~an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The state employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the state within thirty (30) days of the Union providing certification of said authorization to the state. The union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (10) business days of receipt, the union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same. ~~Union dues and initiation fees shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. Such written request shall be submitted to the agency payroll office with a copy to the Union.~~

~~Section Three. Payroll deduction of union dues shall be exclusive to the benefit of AFSCME, AFL-CIO, Council # 4, Locals 269, 714 and 2663, for persons covered by this Agreement, as designated by AFSCME Council #4.~~

Section Three ~~Four~~. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the unions membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10)business days, and the State will update online and later-printed versions of this collective bargaining agreement accordingly.

> American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction
>
> I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

MK 02.28.2022 MK 2/28/22

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they maybe adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4. ~~An employee who fails to become a member of the Union or whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay to the Union an agency service fee equal in amount to the regular dues, fees and assessments that a member is charged. Agency service fees shall be deducted by the Employer biweekly from the paycheck of each employee who is required to pay such fee.~~

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

11.28.2022 2/24/22

Section Five. The amount of union dues ~~or agency service fees~~ deducted under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee "as soon as practicable after the payroll period in which such deductions are made. ~~for the designated collective bargaining agent, AFSCME Council #4, shall be remitted to the appropriate designee identified by AFSCME Council # 4 promptly after the payroll period in which such dues and fees are deducted, together with a list of the names of employees from whose salaries such deductions were made.~~

~~The State will furnish AFSCME Council #4, each month, with the names of newly hired employees, their address, social security number, classification, date of hire; names of terminated employees, date of termination; names of employees transferred, date of transfer and where transferred.~~

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 retroactively cover the period in question.

Section Seven. Separate checks shall be issued to the Union/appropriate Local by an agency payroll office for dues/fees deductions of employees who are in different Locals but represented by the same bargaining agent.

Section Eight. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union dues or to rebate to employees any portion of such fees properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages and deductions by paying the State for said damages and deductions. ~~The Union agrees to indemnify the State for any damages or costs incurred in defense of actions taken under this Article by the State.~~

Section Nine. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with the process outlined in Section Two above. ~~The State shall allow voluntary payroll deductions for the Union's political action organization.~~

Section Ten. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the same email address that the quarterly report in Section eleven, below, is sent to and shall include the new bargaining unit member's work location.

Section Eleven. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that the orientation may be

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combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion by consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this Agreement.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

ARTICLE 7

UNION RIGHTS

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

Section Two. The Union shall furnish the Employer with a list of all employee representatives (stewards) and Union staff representatives authorized to represent employees covered by this Agreement, specifying their jurisdictions, Agency assignment and contact information and shall provide this list to the State quarterly. The Union is charged with maintaining the currency of said list. Steward jurisdiction shall be determined exclusively by the Union. Management may rely on the representation of a steward that s/he is appropriately acting within her/his jurisdiction.

Union staff representatives may be present at Labor-Management Committee meetings and at each and every step of the grievance procedure.

Section Three. AFSCME representatives (staff or steward assigned) 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 the Union's role as collective bargaining agent, provided that they give **written** ~~**telephone**~~ notice **via email** of their intended visit and, upon arrival, they immediately give notice of their presence to the supervisor in charge and do not interfere with the performance of duties.

Section Four. Stewards will give **written** notice **via email** to their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Permission shall be granted unless the work situation or an emergency demands otherwise. When contacting an employee, the steward will first report to and obtain permission to see the employee from his/her supervisor, and permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards will state the name of the employee involved, his/her location, indicating briefly the general nature of the Union business to be discussed, and the approximate time that will be needed.

Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof but shall have the time deducted from the Union Business Leave bank.

The Union will cooperate to see that stewards confine discussion to the issues involved. Should problems develop, management will bring such to the attention of the Union.

Stewards shall not be authorized to be signatory for the Local Union in any agreement and/or understanding between the union and the employer. The signatory shall be the Local President, or specifically authorized designee, which may, at the president's discretion, include local officers and/or staff representatives. The Management signatory shall be the Commissioner or equivalent of the

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agency or a management employee specifically authorized by the Commissioner, or in the case of any agreement and/or understanding requiring the signature of a representative of the Office of Labor Relations. Any agreement or understanding not signed by authorized signatories shall not be valid.

Section Five. Bulletin Boards. The State will continue to furnish reasonable bulletin board space at each worksite which the Union may utilize for its announcements. In multiple floor buildings this will be interpreted to mean on each floor on which there are bargaining unit members. 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.

Section Six. Access to Information. The Employer agrees to provide the Union, upon written request to the Agency Human Resources Director, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. Within two (2) weeks of receipt of a written request for such information, the Employer shall either provide the information or notify the Union of whether the information is available or not, and the date on which it can be provided. 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 Union shall not have access to privileged or confidential information.

Section Seven. Union Business Leave. (a) Paid leave shall be granted in the amount of two hundred forty (240) person days per year to Union officials, Stewards, representatives or designees for Union business related functions.

The allocation granted for attendance to the International AFSCME-AFL-CIO convention shall be eighty (80) person days for the year in which this convention is held.

Each contract year, delegates to the Connecticut State AFL-CIO convention shall be granted leave without loss of pay or benefits for the days on which the convention is scheduled. Fifty-one (51) person days shall be granted for this provision.

Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement. A copy of the request shall be provided to the employing agency.

Requests for time off under this section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance except in emergency situations.

(b) Not more than one (l) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (l) year. An extension not to exceed one (l) additional year will be granted upon request to the Undersecretary of the Office of Labor Relations.

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Upon return from such leave, the employee shall be offered a position substantially equal to the former position in duties and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. If possible, the employee shall be returned to the same location. If that is not possible, the position offered shall be within a reasonable commuting distance and the employee shall be given preference to transfer back to his former work site when there is a suitable vacancy.

Upon return from leave, the employee shall have the right to purchase back retirement credits for the period of the leave provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credits.

The period of the leave shall not be deducted from the employees' seniority.

Section Eight. Use of Employer Facilities. (a) The Employer will continue to permit use of certain facilities for Union meetings, subject to operating needs. Requests for use of facilities shall be made in advance to the appropriate agency official. The Union shall reimburse the State for any additional expense, such as security or maintenance costs, incurred as a result of Union use of facilities.

(b) The Employer will continue its practice of permitting the Union to leave handouts in a specified area and to allow the Union to stuff mail boxes where available. Employees will be permitted to carry Union mail between offices and/or departments as long as such activity does not interfere with performance of duties.

~~(c) At facilities where pay phones are available, Union officers, stewards, and members shall normally make any phone calls from such phones. At facilities where such phones are not available, the Union officers, stewards or members may, if immediate action is required to resolve a question or matter within the scope of the Union's duties as exclusive representative, use the telephone facilities, subject to the reasonable discretion of management as to whether and how long the phone may be used. The Union shall reimburse the State for any long distance charges incurred.~~

Section Nine. Absent emergencies, the President of each P-2 Local will be allowed to attend, without loss of pay, Step II and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from his/her respective Local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to any operating needs. It is the intent of this Section that in most instances the President will be the person to attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

Local Presidents will also be allowed to attend the Labor Management Committee meetings of their employing agencies. If an agency other than the one which employs the President holds a Labor Management Committee meeting, the President may designate a Local member employed by said agency to attend. Attendance by the President or a designee shall count towards the seven (7) representatives allowed each party at such meetings in accordance with Article 21, Section One.

Section Ten. Superseniority for Stewards. (a) Layoff. Up to two hundred (200) employees who have served as stewards for at least ninety (90) days shall be viewed as having the highest seniority in their respective classification series within their employing agencies for purposes of layoff.

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P-2 TENTATIVE AGREEMENT

(b) Transfers. Stewards will not be transferred involuntarily to another agency or facility and will not be reassigned to a new shift except if necessary to meet operational requirements. Such transfers and reassignments shall not be made arbitrarily. Grievances under this section shall be expedited to Step III of the grievance procedure.

~~Section Eleven. Orientation. Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/2022

P-2 TENTATIVE AGREEMENT

ARTICLE 8

PERSONNEL RECORDS

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level or electronically. ~~, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level. Agencies which do not maintain personnel files at the agency level shall notify employees of the location of the official personnel files.~~

Section Two. Subject to agency operating needs, an employee covered hereunder shall, on his/her request, be granted time without loss of pay to examine all materials in his/her personnel file other than pre-employment material or other material that is confidential or privileged under law. An employee, at his or her request, may copy any or all of the material that he/she examines. The agency reserves the right to require its designee to be present while such file is being inspected or copied. **If the personnel file is maintained electronically, the employee will be given an electronic verification code to view their personnel file for a period of twenty-four (24) hours.**

~~Upon the mutual agreement of the agency and the employee, the latter's personnel file may be sent to his/her worksite for examination.~~ The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Three. No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in the file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a union steward shall sign the material, **and the employer will email both the employee and the Union representative a copy.** ~~and be provided with a copy.~~ Any record of disciplinary action will normally be retained in the official personnel file. Stipulated agreements shall be retained in the official personnel file unless the union and state have agreed otherwise

An employee may file a written rebuttal to any derogatory materials. Any derogatory material not subsequently merged in a service rating, following the inclusion of said material into the personnel file, shall be voided in the record after eighteen (18) months, unless disciplinary action is taken that is for a similar type situation. For the purpose of this section, voided shall be defined as: 1) documents removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document and 3) the document is not usable in the future as a reference or a document.

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

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P-2 TENTATIVE AGREEMENT

Section Five. Requests for information contained within a personnel file shall be complied with to the extent required under existing law (e.g. court order, Freedom of Information).

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/20/2022

ARTICLE 9
SERVICE RATINGS

Section One. The annual service rating shall be completed at such time as the appointing authority shall determine and otherwise comply with Regulation 5-237-1.

Section Two. A service rating shall be conducted by a management designee who is familiar with the employee's work. If the rater does not have frequent contact with the employee, the immediate supervisor(s) who has frequent contact with the employee and who has the responsibility for the employee's work will be consulted in preparation of the service rating.

Section Three. A rating of unsatisfactory in one (1) category or a fair in two (2) categories shall constitute a rating of less than good. When an employee is rated unsatisfactory in any category, the rating supervisor shall state the reasons, and if practicable, suggestions for improvement. All service ratings of "less than good" 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 and initialed the report.

For the purpose of deciding eligibility for an annual increment, a single unsatisfactory rating or two (2) category ratings of fair may be considered grounds for denial of such a step.

Only disputes over "less than good" overall service ratings may be subject to the grievance and arbitration procedure. If an employee receives ratings of fair in a given category on two (2) consecutive service ratings, the employee may grieve the second rating. The evaluator bears the burden of demonstrating the appropriateness of said evaluation. Service ratings during the initial working test period are not subject to the grievance and arbitration procedure.

Section Four. No supervisor shall make comments within a service rating where such comments are inconsistent with the rating. However, constructive suggestions for improvement shall not be inconsistent with the rating. Comments or narratives shall be required only for those categories with ratings of "less than good"; this shall not preclude the supervisor from including comments which support a category which has been rated "Good".

No comments will be added to the service rating after it has been signed by the employee.

All employees covered by the agreement shall be given copies of their completed service ratings.

There shall be a uniform service rating report form (PER 125) for all employees covered by the agreement. The form and process used for the employees of DCF (PER-DCF-P2) was established during the contract term of July 1, 1999 – June 30, 2002. The quarterly progress reports for DCF employees shall only be attached to the annual service rating in the event of an overall "less than good". The employee shall have up to thirty (30) days from date of issuance of a "less than good" quarterly progress report to rebut such report.

Section Five. Annual service ratings shall be completed and signed by the employee not less than three (3) months prior to the employee's annual increment date. For employees with a January AI date this will be October 1, employees with a July AI date, April 1.

Any annual service rating signed by the employee less than three (3) months prior to his/her AI date shall be satisfactory or better.

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Employees will receive written notice of a denial of an annual increment. Such notice shall be issued within two (2) weeks after the employee has signed the rating.

An employee on leave at the time a service rating is due will have the rating sent to the employee and the union president by email or USPS, by the requisite deadline. Review of the rating with the supervisor will occur within 7 days of the employee's return to work.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/2022

ARTICLE 11

WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive examination.

Section Two. Upon appointment from a certified list, an employee who was provisionally appointed shall have service as a provisional appointee credited town the Working Test Period, so long as there is no break between the period of provisional appointment and appointment from a certified list. If the service has not been satisfactory, the employee shall not be retained in the position. This provision shall not alter merit system requirements for examination and appointment.

Section Three. The Working Test Period may, with the approval of the ~~Commissioner of Administrative Services~~ **designated management official within the Agency**, be extended on an individual basis for a definite period of time not to exceed three (3) months. Working test periods may also be extended for absences of more than an aggregate of fifteen (15) days resulting from Workers' Compensation, sick leave and/or leave without pay. Such extensions shall be for the number of working days the employee was absent. A new employee shall receive written notice of the dates of the normal working test period. Written notice of any extension must be provided to the employee no less than three (3) weeks prior to the end of the original Working Test Period. In the event a working test period is being extended, the Union president shall be copied on the notice of extension.

Section Four. (a) Any employee who is promoted within an agency and who fails a promotional working test period shall be returned to the position from which he/she was promoted.

(b) Any employee who fails a promotional working test period shall be returned to the agency in which he/she was employed immediately prior to his/her promotion and in the following priority order (1) returned to a vacancy in the same class; (2) returned to a vacancy in a comparable class; (3) returned to a vacancy in any other position the employee is qualified to fill or (4) have his/her name placed on the reemployment list.

(c) An employee who voluntarily accepts an equal or lesser position within the bargaining unit and fails the working test period in the new position shall be returned to his/her former position except in a situation whereby the employee has been involuntarily demoted.

(d) Dismissal during or at the end of the initial working test period shall not be grievable or arbitrable.

(e) Any permanent employee who fails a promotional working test period may appeal, directly to Step II of the grievance procedure, alleging patent unfairness of the working test period due to evaluator bias or variance from the pertinent job specification. The Employer's decision at Step II shall be final.

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Section Five. Training Period. The parties acknowledge that trainee classifications are created for the purpose of preparing employees for the target class. Therefore said training periods may be extended for absences of more than an aggregate of fifteen (15) days resulting from Workers' Compensation, sick leave or leave without pay. Such extension shall be for the number of working days the employee was absent. The new employee shall receive written notice of the length of the normal training period. Written notice of such extension must be provided to the employee no less than three (3) weeks prior to the end of the original Training Period. The Union president shall be copied on the notice of extension.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/20/22

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. Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, (e) the remedy or relief sought. A grievance may be amended up to and including Step II of the procedure. **This shall be submitted electronically to the designated email address the Agency provides. The Agency will confirm receipt electronically.**

Section Three. 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 individual employee(s) or in case of a class grievance, a group of employees elect(s) to submit a grievance without Union representation, the Union 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 upon request all documents furnished to the grievant pertinent to the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

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 avoid the formal procedures. Whenever possible the parties are encouraged to resolve matters informally between the steward and the first supervisor outside the bargaining unit.

Section Five. A grievance shall be deemed waived unless submitted at Step I 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. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted **electronically (to a designated email address)** within the thirty (30) day period specified in Section Five to the agency head or his/her designee. Such

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individual shall meet with the Union representative and/or the grievant within ten (10) days of the submission of the grievance, and issue a written response within twenty (20) ~~ten (10)~~ days thereafter.

Step II. The parties acknowledge that orderly administration of the contract grievance procedure requires the Office 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 for Labor Relations or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within ten (10) days of the date of the Step I response. Said Undersecretary for Labor Relations or his/her designated representative will hold a conference within thirty (30) days of receipt of the grievance and issue a written response within twenty (20) ~~ten (10)~~ days of the conference.

Submission of Grievances:

(1) The Union will transmit grievance forms in PDF format to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive email. This is in lieu of hard-copy physical delivery or USPS delivery.

(2) The Office of Labor Relations shall send the Step 3 conference notice and Step 3 answers to the Union, to a dedicated email address established for this purpose in PDF format each answer should be a separate PDF file. The Union will acknowledge receipt of such transmission by responsive email. This is in lieu of facsimile transmission of conference scheduling notices and USPS transmission of Step 3 answers.

(3) The Union shall submit grievances that fall under Article 15, Section Six, to arbitration to the same dedicated email address in PDF format. Said transmission shall be directed to the Office of Labor Relations staff person assigned the responsibility of scheduling arbitrations (currently Tatiana Holmes). The Office of Labor Relations shall acknowledge receipt of said arbitration appeal by responsive email. This is in lieu of certified mail, postage prepaid to the Undersecretary of Labor Relations.

(4) Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations, shall not be negatively impacted.

For purposes of this Section, timeliness of electronic submissions shall be determined based upon the electronic record of the parties.

Step III. Arbitration. Within fourteen (14) days after the employer's answer is due at Step II or if no conference is held within thirty (30) days, within fourteen (14) days after the expiration of the thirty (30) day period or within fourteen (14) days of receipt of the step II answer by the union, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not an individual employee, except that individual employees may submit to arbitration in cases of dismissal or suspension of more than five (5) working days, and shall bear half the cost of arbitration and associated expenses.

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

Section Eight. In the event that the State Employer fails to answer a grievance within the time specified at Step I, the grievance may be processed to Step II and the same time limits therefore 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 said decision, or by accepting said decision in writing.

Section Nine. Arbitration

1) Submission. Submission shall be submitted electronically **to the same dedicated email address in PDF format as stated in Section Six (above)** ~~**by certified letter, postage pre-paid,**~~ to the Office of Labor Relations.

2) Selection of Panel. The parties shall establish a panel of ~~**seven (7)**~~ arbitrators selected by mutual agreement.

3) Costs. The parties shall share equally in the expenses of the arbitrator.

4) Assignment of Cases. Cases shall be assigned on a rotating basis (alphabetically) to the panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.

5) Removal of Arbitrator. **Effective July 1, 2022, each Arbitrator appointed to the panel will be subject to the following:**

(1) Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.

(2) Each party retains the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.

(3) In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.

Either party, upon written notice to the other, ~~**between March 1st and March 10th of each**~~ **once per** contract year, may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of **at least three (3)** ~~**seven (7)**~~ arbitrators for the succeeding year.

6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived

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in instances of new evidence discovered during the arbitration hearing, except that in this event, the responding party may defer hearing the arbitrability for seven (7) days.

7) Pending Cases. The parties agree~~, immediately upon legislative approval of this Agreement, if not beforehand, and on an ongoing~~ to meet and discuss on a quarterly basis to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to seven (7) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein. This provision is not a reference to the "expedited" procedure offered by the SBMA.

9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties, which shall not be unreasonably withheld.

10) Optional Process. Suspensions of ten (10) days or less, or by mutual agreement, any other matter may be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations and fees. This shall allow use, by agreement only, of the SBMA expedited procedures.

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.

11) On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case.

12) 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 appointment.

13) In cases of dismissals, demotions or suspension in excess of five (5) days, either party may request ~~the arbitrator to maintain a recording of the hearing testimony. In such cases either party may also request~~ that there be an official stenographic~~al~~ service provided. 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.

14) The arbitrator 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 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 retroactivity for more than thirty (30) calendar days prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

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The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

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 arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

15) The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

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 nonpermanent employees.

(c) The decision to layoff or nondisciplinary termination of employment. The Local President shall receive concurrent written notice of all non-disciplinary terminations.

(d) Classification and pay grade for newly created jobs, provided, however, this clause shall not diminish the Union's right to negotiate on pay grades.

(e) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

(f) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed prior to that date shall not be deemed to have been waived by reason of the execution of this Agreement.

(g) The decision to subcontract.

Section Eleven. All Step 2 conferences, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

ARTICLE 15A

RECLASSIFICATION GRIEVANCES

Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure with the following exceptions:

1. The grievance will be filed directly to Step 1, the agency appointing authority or his/her designee.

2. The second Step of the reclassification grievance shall be the Commissioner of Administrative Services **and/or designee**.

3. Disputes over an employee's job classification (reclassification grievance) shall be subject to the grievance procedure but shall not be arbitrable. The final step shall be appealed to four (4) person panel consisting of Personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and two (2) designees of the Union who are experienced in the area of job classification.

FOR THE STATE: _____ FOR THE UNION: _____

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P-2 TENTATIVE AGREEMENT

ARTICLE 16

DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. No permanent employee who has satisfactorily completed the working test period shall be reprimanded, demoted, suspended or dismissed except for just cause.

Just cause may include but is not necessarily restricted to incompetency, inefficiency, neglect of duty, misconduct or insubordination.

Section Two. After a management decision is made to impose a suspension, demotion or dismissal, the Agency Head or his/her designee will offer the employee the opportunity for a pre-disciplinary conference in accordance with State Administrative Regulations Section 5-240-7a, which states:

"(a) Prior to a decision to suspend an employee, demote an employee except at the request of the employee or dismiss an employee, the appointing authority shall provide the employee with oral or written notice. (See MOU IX, Appendix B) The notice shall include what form of action is being considered, shall contain a concise statement explaining what evidence supports the imposition of the action that is being considered and shall state a specific time and place for a meeting where the employee will be given an opportunity to present his side of the story and reasons why the employee feels that the action being considered should not be taken. The meeting will be held by the appointing authority or the appointing authority's designee.

(b) If written notice is given, it may be emailed, mailed, return receipt requested, or hand delivered to the employee at work. If the notice is mailed, the time of the meeting when the employee will be given an opportunity to present his side of the story shall be no sooner than five working days following the mailing of the notice. If the notice is hand delivered to the employee at work, **emailed** or given orally, the time of the meeting when the employee will be given an opportunity to present his side of the story may be any time following receipt of the notice, including immediately following the receipt of the notice unless the complexity of the charges requires additional time. In such case the employee may request and be granted a reasonable amount of time before being required to respond.

(c) If an employee declines or fails to attend the prediscipline meeting, the appointing authority may proceed with disciplinary action consistent with the notice provided under this section.

Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail, **emailed** or served in person. A copy of such notice shall be provided to the Local Union President by **email** ~~certified mail~~ within twenty-four (24) hours of the notice to the employee, or by the close of the next business day.

When oral notice is provided, all required information of the Regulation shall be affirmed in writing. Such letter shall be provided to the employee simultaneously with the oral notice, with a carbon copy for the Union Local President.

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Unless waived by the employee, the Union Local President, or designee, shall be present at the pre-disciplinary conference to represent the employee and to discuss possible resolution. It is understood that this shall not unduly delay the meeting.

Section Three. Notwithstanding the provisions of Section Two, advance notice of suspension or dismissal may be waived in cases where:

(a) the Agency Head or his/her designee determines that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the public, the welfare, health or safety of patients, inmates or state employees or the protection of state property;

(b) the Agency Head or his/her designee determines that there is probable cause that the employee's continued presence on the job would severely interfere with operations. Such determination shall be reviewable through the grievance and arbitration process.

In these cases, a notice of discipline shall be served no later than five (5) days following the date the employee is suspended or dismissed.

Section Four. Permanent employees shall submit grievances concerning dismissal, suspension or disciplinary demotion directly to Step II of the grievance procedure within twenty (20) calendar days of the written notice. By mutual agreement, such a grievance may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 15.

All grievances filed directly to Step II shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee **via email**.

Section Five. The State reserves the right to discipline or discharge employees for breach of the No Strike article. An employee may grieve whether he participated in a violation of such Article directly to Step II. If in an arbitration proceeding the Employer establishes that the employee(s) breached the No Strike article, the arbitrator shall not substitute his judgment for that of the Employer as to the appropriateness of the discipline imposed.

Section Six. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums. It is understood that the arbitrator's remedial powers include reinstatement with full back pay and restoration of all other rights.

Section Seven. Employer Conduct for Discipline. If an Employer has reason to reprimand or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section Eight. An appointing authority may, pending an investigation of alleged action which constitutes ground for dismissal (including disposition of criminal charge against the employee), place the employee on leave of absence with pay not to exceed sixty (60) days. The employee shall be given written notice of the leave of absence with pay which shall state the effective date, the duration of such leave and the reasons why the action is being taken. A report of the leave, together with a copy of the notice to the employee shall be forwarded immediately to the Commissioner of Administrative Services. If the employee is not dismissed as a result of the investigation (or within the sixty (60)

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days), he/she shall be reinstated retroactive to the starting date of the leave. Such reinstatement, however, shall not preclude other disciplinary action under appropriate regulations. If dismissal results, notice shall be given as provided above.

In all cases where practicable, the State will investigate the possibility of alternative assignment. If an employee is placed on administrative leave, the Local Union President shall be concurrently notified.

Section Nine. Interrogation. An employee who is being interrogated concerning an incident or action which may 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 interrogation. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

Section Ten. Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards or Executive Board members.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

ARTICLE 18

OVERTIME

Section One. (a) The provisions of this Section shall be interpreted consistent with Section 5-245 except when specifically provided otherwise.

(b) The State will continue to pay overtime to eligible employees at the straight time rate for hours over thirty-five (35) but under forty (40), and at time-and-one-half for hours worked over forty (40), except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes and except for averaging schedules approved by the Commissioner of Administrative Services. Except as provided below, the payment of straight time for overtime hours worked over thirty-five (35) but under forty (40) shall not be used as a basis for extending the regular workweek beyond thirty-five (35) hours, provided, however, the State shall retain its right to require overtime under Regulation 5-245-1. Reference in this Article to changes in work schedules shall refer to the regular workweek up to but not beyond forty (40) hours with respect to those classes in which such regular work schedules have already been approved by the Commissioner of Administrative Services for some but not all of the employees in any such class. Whenever possible, volunteers will be solicited before employees are assigned.

Call Back Pay. Employees who have left work **(Agency/Department)** after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours of overtime. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

(a) Overtime pay shall not be pyramided.

(b) When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

Section Two. Distribution of Overtime.

The parties recognize that an equalization effort for the distribution of overtime is a beneficial activity. Therefore each agency, in conjunction with the local union, shall develop an acceptable rotational system. Each rotational system will contain the following procedural recognitions:

1. Volunteers are the preferred means to meet overtime requirements.

2. Employees shall be provided an opportunity to be included on a voluntary list by classification, annually and upon hire or transfer.

3. The list(s) shall be arranged within classification in order of seniority. Overtime offerings shall follow seniority sequence.

4. Overtime shall be offered first to the senior employee with the fewest hours if credited (charged) overtime to his/her record.

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5. The period of overtime crediting will be the contract year.

6. Each offer of overtime will be recorded as equal to time worked for distribution purposes.

7. In the event no volunteers accept the offering, the least senior employee on the list with the fewest overtime hours credited shall be drafted to work.

8. Overtime requirements may be determined by case assignments; in such situations the overtime may be assigned accordingly. General overtime assignments will be adjusted to account for these case assignments in the distribution procedure.

9. In the event of a missed opportunity of overtime (not being contacted in rotation) the remedy will be a make-up turn in the rotation.

10. In the event there are no volunteers (list) for overtime assignments, the agency retains its right to order employees to work. A refusal to work overtime when ordered by an appropriate authority shall subject an employee to disciplinary action.

11. An employee who has not volunteered to be included on a voluntary list shall not be penalized for such refusal.

12. The appointing authority shall allow agents of the exclusive representative to inspect official records of overtime worked.

Section Three. Pursuant to C.G.S. section 5-245(b)(1), the employees in the following classification are deemed exempt from overtime payment requirements within this collective bargaining agreement:

Employment Security Appeals Referee

Employment Security Associate Appeals Referee

Employment Security Principal Appeals Referee

HRO Assistant Commission Counsel 1 (except as provided otherwise by the separate agreement for those functioning as HRO Investigators)

HRO Assistant Commission Counsel 2

Labor Department Operations Coordinator

Labor Department Program & Services Coordinator

Protection & Advocacy Program Director

Youth Wilderness School Assistant Director

Youth Wilderness School Director

Said exempt employees shall be allowed to accumulate compensatory time during a four (4) month period of either July through October, November through February or March through June. The

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employee should schedule and use his/her accumulated compensatory time within the three (3) month period following the accumulation period.

In the event the employee fails to schedule the compensatory time, the agency shall schedule such time within the designated three (3) month period. In the event the employee is not allowed to use this compensatory time within the parameters of arranged schedules, the agency, upon request from the employee or the union, shall seek permission from the Office of Policy and Management (OPM) for payment of such compensatory time within the fourth (4th) month following the accumulation period. The employee will receive either compensatory time off or straight time payment for such time.

Notwithstanding the above, when the appointing authority determines that the granting of compensatory time off would create a hardship on the agency, payment of straight

time may be granted with the advanced approval of the Secretary of OPM or designee.

The above provisions for compensatory time will not apply to any employees in the above classifications who are determined by the US Department of Labor to be non-exempt and therefore entitled to overtime pay under the provisions of the Fair Labor Standards Act.

FOR THE STATE: _____ FOR THE UNION: _____

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P-2 TENTATIVE AGREEMENT

ARTICLE 31

COMPENSATION

Section One.

Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.

Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a $1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.

Effective July 1, 2023, the base annual salary for all employees shall be increased by two and one- half percent (2.5%) for those who are active employees and in the bargaining unit.. This will be paid in the payroll that includes this date.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 31 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

~~There shall be no GWI for the contract year 2016-2017.~~

~~There shall be no GWI for the contract year 2017-2018.~~

~~There shall be no GWI for the contract year 2018-2019.~~

~~Effective July 1, 2019, there shall be a three and one-half percent (3.5%) GWI.~~

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~~Effective July 1, 2020, there shall be a three and one-half percent (3.5%) GWI.~~

Section Two.

Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be paid for those who are an active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.

Effective July 1, 2022, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

Effective July 1, 2023, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

There shall be no increase in the amount of the lump sum payment over the life of this contract.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 31 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

~~There shall be no annual increment or lump sum payment for the contract year 2016-2017.~~

~~There shall be no annual increment or lump sum payment for the contract year 2017-2018.~~

~~There shall be no annual increment or lump sum payment for the contract year 2018-2019. There shall be a two thousand ($2,000) dollar one-time payment to all employees the first pay-period in July, 2018. The one-time payment shall be pro-rated for part-time employees.~~

~~Effective July 1, 2019, employees will continue to shall receive their annual increments and/or lump sum payments on time.~~

~~Effective July 1, 2020, employees shall receive their annual increments and/or lump sum payments on time.~~

Section Three. a. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except as provided otherwise by this agreement. The longevity schedule in effect on June 30, 1985 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto. Effective October 1, 1996 calculations for longevity shall be based upon total state service.

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b. 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.

c. 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, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

a) **Effective and retroactive to July 1, 2021, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit. ~~July 1, 2016 – June 30, 2017 longevity shall be paid on time.~~**

b) **July 1, 2022 – June 30, 2023 longevity shall be paid on time. ~~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, 2023 – June 30, 2024 ~~July 1, 2019 – June 30, 2020~~** longevity shall be paid on time.

d) **July 1, 2024 – June 30, 2025 ~~July 1, 2020 – June 30, 2021~~** longevity shall be paid on time.

Section Four. The existing rules, regulations and rates for night shift differential will continue in force for the life of the contract. The rate for night shift differential shall be eighty cents ($.80) per hour.

Section Five. Weekend Differential.

(a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) The rates for weekend differential shall be fifty-five ($.55) cents per hour.

~~(e) Any bargaining unit employee at Connecticut Juvenile Training School, who is assigned to work in the capacity of Duty Officer, or at the Central Operations Post, on a holiday or a weekend, shall receive an "in charge" premium of ten percent (10%) of his/her hourly rate of pay for all hours worked on such assignment.~~

Section Six. Objective Job Evaluation. Effective June 23, 1995, the following point to pay grade assignments shall be as follows:

Grade	Point	Range
9	0	97

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10	98	105
11	106	113
12	114	122
13	123	131
14	132	149
15	150	169
16	170	185
17	186	202
18	203	220
19	221	239
20	240	259
21	260	275
22	276	290
23	291	310
24	311	332
25	333	355
26	356	381
27	382	409
28	410	427
29	428	443
30	444	469
31	470	497
32	498	524
33	525	552
34	553	578

Section Seven. Except where varied in this Agreement, the method of salary payment in effect on June 30, 1985 shall continue.

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P-2 TENTATIVE AGREEMENT

Section Eight. In the event that the State determines that an employee has been overpaid, the employee will be notified in writing and the State shall meet with the affected employee and the Union. The State shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the State and employee agree to some other arrangement. Should the employee contest whether or how much he/she was overpaid, the refund procedure shall be stayed until the appeal is resolved.

Section Nine. Should an agency develop the need to implement a standby (on-call) program, it shall first be negotiated between the Union and the State. In the event that an agreement is reached regarding an agency standby (on-call) program, compensation for those designated as being on standby (on-call) shall be at rates indicated in Section Seven (a) and (b) of Article 47. The agreements for such programs shall be incorporated into the contract by MOU.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 28 February 2022

P-2 TENTATIVE AGREEMENT

ARTICLE 32

TEMPORARY SERVICE IN A HIGHER CLASS

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

Section Two. Such assignments may be made when there is a vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty-one (31) calendar days.

Section Three. 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 seeking approval of the assignment from the Commissioner of Administrative Services **and/or their designee** in writing.

The Commissioner of Administrative Services **and/or their designee** shall expedite requests for approval of assignments to temporary service in a higher class.

If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services **and/or their designee** has not approved the assignment, or in the event the Commissioner of Administrative Services **and/or their designee** disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Article.

Section Four. Temporary assignments to a higher class for periods of thirty-one (31) calendar days or less shall not be utilized to defeat the basic contractual obligation herein.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/20/22

P-2 TENTATIVE AGREEMENT

ARTICLE 34

GROUP HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage **previously effective** ~~**in effect on July 1, 1999**~~, unless modified by the Health Care Cost Containment process or by mutual agreement of the **State and SEBAC as prescribed by Statute.** ~~**parties, or by coalition bargaining in accordance with C.G.S. 5-278.**~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

ARTICLE 41

MISCELLANEOUS

Section One. Blue Book. References in this Agreement to "rules and regulations" refer to the "Blue Book," Regulations of the Personnel Policy Board effective July 1, 1975 and any amendments thereto. Such references include also all applicable General Letters and Q-Items.

Section Two. Paid Leave. All accumulations of paid leave will be recorded on an hourly basis.

Section Three. Lateness Due to Hazardous Driving Conditions. When an employee is late for work due to hazardous driving conditions or mass transportation failures, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift. In exceptional situations, up to two and one-half (2-1/2) hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants.

Failure to excuse lateness of up to two and one-half (2-1/2) hours shall be subject to the grievance and arbitration provisions of this Agreement. In any such arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the Employer.

Section Four. Summer Picnic and **Holiday** ~~Christmas~~ Party. State agencies will release employees for up to one-half day off with pay to attend one (1) annual picnic and (1) ~~Christmas~~ **Holiday** party. In no case shall employees be released for more than the time of the event and employees who do not attend shall not be entitled to compensatory time. Employees shall cooperate in providing office coverage during such events, and responsibility for such coverage shall be equitably distributed.

Section Five. The State shall reimburse each employee for the cost of the Client Fraud Security Fund. ***Move to compensation***

Section Six. Snow Days

A. 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.

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

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P-2 TENTATIVE AGREEMENT

1) 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.

2) 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.

3) 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.

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

Section Seven. The State shall reimburse each employee for the cost of the Client Fraud Security Fund.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

ARTICLE 43

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 Section 5-278, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278. If the legislature rejects such request as a whole or any portion thereof, the parties shall **act in accordance with Connecticut General Statute 5-278.** ~~return to the bargaining table to discuss those items which the legislature has rejected.~~

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/20/22

P-2 TENTATIVE AGREEMENT

ARTICLE 45

TUITION REIMBURSEMENT

Section One. Any employee who has completed six months of service and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of eighteen (18) credits or the equivalent per year.

Section Two. There shall be a fund for the purpose of tuition reimbursement. The State shall allocate to this fund ~~$260,000~~ $300,000 effective upon legislative approval and retroactive to July 1, 2021 ~~July 1, 2017~~ and annually thereafter for each year of the agreement., ~~except that no allocations shall be made in FY 2016-2017.~~

The funds that are unexpended in one contract year shall carry over into the next contract year provided, however, that the tuition reimbursement fund will expire on the expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement that are submitted and approved within the final six (6) months of the Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Section Three. An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

(a) Effective July 1, 2017, maximum reimbursement shall be equal to the applicable University of Connecticut resident credit hour rate, but at no point shall it be less than $150.00 per credit hour for undergraduate classes or $250 for graduate.

(b) For other courses or programs, reimbursement shall be available at 50% of the above rate.

Section Four. Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions or non-credit courses shall be subject to prior approval by the Department of Administrative Services Human Resources professional Development.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of non-credit classroom time will be considered the equivalent of one credit.

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For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 02/20/22

ARTICLE 46

CONFERENCE AND WORKSHOP FUNDS

Section One. ~~Effective July 1, 2016, there shall be no deposit of funds provided.~~ Effective July 1, 2022 ~~2017~~ and each contract year thereafter, there shall be $100,000 allocated for attendance by P-2 employees with more than six (6) months of service at professional seminars, workshops or conferences. Each employee shall be entitled to a maximum of $500.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. This entitlement may be combined once in any two (2) year period.

An employee may use a previous year's unused entitlement for $1000 provided prior year funds were rolled over and available. Reimbursement for travel, food and lodging shall be consistent with Article 39 (Travel Reimbursements) of this Agreement and applicable State travel regulations.

Funds not reserved for seminars, workshops or conferences by March 1 of each year may be transferred to the P-2 tuition reimbursement program upon request of the Union.

Funds committed for workshops/conferences in one (1) fiscal year shall carry over to the next contract year.

Section Two. Request for attendance at professional seminars, workshops or conferences must be submitted to the Agency Head at least three (3) weeks in advance. If monies are available, and agency approval for time off is obtained, the request will normally be considered approved. In the event of a dispute, at least two (2) weeks prior to attendance, the request shall be forwarded to the clearing committee. The clearing committee will coordinate its activities with the designated personnel at the Office of the State Comptroller. The clearing committee shall have two (2) members: one (1) appointed by the Union and one (1) appointed by the State.

Section Three. If an employee who has had a conference/workshop approved does not attend such, notice of cancellation shall be provided to the facility's business office, which shall promptly notify the Comptroller of said cancellation.

As soon as possible but not more than thirty (30) days following the conference/workshop, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the business office, which shall promptly process the claim to the Comptroller.

If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop/conference was scheduled, the funds committed for that activity shall be released and made available for others.

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Section Four. Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/2022

ARTICLE 47

STANDBY PROGRAM

Section One. Within the Department of Children and Families a Standby Program is necessary to ensure after hours coverage. This program will be staffed with primary after hours workers who will be assigned to Hot-Line and by Regional Office staff who will provide backup standby coverage. A written announcement of this program will be sent to all potentially qualified employees and a copy of this notice will be posted on DCF bulletin boards. Each region shall maintain a list of qualified volunteers.

Section Two. Standby Program staffing needs will be met by such volunteers before qualified employees are involuntarily assigned. Standby assignments will be based on a rotating schedule involving sixty-four (64) hours of availability for the primary after hours workers. Backup standby workers will normally be assigned for a week's duration; however, this does not preclude individual employees switching full days.

Section Three. Schedules for the primary standby workers will be developed by Hot-Line Administration. Schedules for backup standby staffing will be drawn up in each region. Assignments of slots within the backup schedules shall be determined on the basis of seniority. Such assignment shall be accomplished in accordance with Memorandum of Understanding XI, Appendix B.

Although seniority shall prevail in the selection of placement in the rotation, all qualified volunteers will be given an opportunity to participate in the backup Standby Program before an individual is scheduled more than once within the region. The length of schedules for backup standby coverage will be determined by the number of volunteers; however, no schedule shall be less than four weeks nor greater than twelve weeks.

Copies of the regional schedules shall be sent to the President of Local 2663 when initially established.

Section Four. Every effort will be made to staff the backup Standby Program with employees on the volunteer lists. If there is an insufficient number of volunteers, the selection of employees for involuntary standby assignment shall be made in the inverse order of seniority starting with the least senior permanent employee qualified to perform the work. If such involuntary assignments are necessary in a Region, the process of applying inverse seniority would be capped so that no employee shall be involuntarily assigned to work standby more than one (1) week out of eight (8).

Section Five. Qualified employees for standby assignments (primary and backup) must meet the following criteria:

(a) Permanent status with the most recent service rating being satisfactory or better. For purposes of qualifying for backup standby assignments Social Worker Trainees shall be eligible after completion of six months of service if they are considered by their supervisor to possess the requisite skills. The achievement of permanent status for Social Worker Trainees is based on the relevant statutes and regulations governing the successful completion of their training period.

(b) Experience in intake and/or protective services work.

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(c) Access to telephone services and ability to respond to crisis calls in a timely fashion. This includes consideration of the employee's proximity of residence to the geographic area(s) being serviced.

(d) Continued satisfactory performance as a Standby Worker.

Section Six. (a) When a vacancy occurs in a primary standby position, the agency will review the applications of permanent employees seeking lateral transfer to such vacancies. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority as defined in Article 12, Section One. If the more senior employee applying for a vacancy under this provision is not selected, he/she will have the right to grieve and arbitrate the selection of a less senior employee. In any arbitration of a dispute under this section, the arbitrator shall give substantial weight to the judgment of the employer in applying the relevant evaluation standards. Junior employees cannot grieve the selection of a more senior employee.

(b) The duty station of each assigned primary standby worker shall be their residence. A State car will be available for use in the Standby Program.

(c) A Home and Office premium annual payment of five hundred ($500.00) dollars shall be paid to those workers assigned to the full time primary standby function and who have performed such function for a full year. Individuals who have completed less than a full year of primary standby work shall be entitled to a pro-rata payment based on the number of months of service.

The premium shall be paid on a semi-annual basis of two hundred and fifty ($250.00) dollars each.

(d) Standby workers involved in the transportation of a client during assigned hours, and who must stop for a meal with the client, shall be reimbursed for their meal at the lunch rate specified in the Travel Reimbursement Article, in addition to reimbursement for the client's meal.

(e) Standby workers called out on a premium holiday shall be paid time and one-half for all hours worked on the holiday.

Section Seven. (a) Compensation for backup standby workers shall be at the rate of ~~one dollar and fifty cents ($1.50)~~ four dollars and twenty-five cents ($4.25) per hour for hours of standby assignment when the regional office is closed during the week, on weekends and on non-premium holidays. In addition, a backup standby worker assigned to a case emergency shall receive his/her applicable rate for the period of such assignment.

(b) Compensation for backup standby workers shall be at the rate of ~~three ($3.00) dollars~~ five dollars and twenty-five cents ($5.25) per hour for the twenty-four (24) hour shift where the beginning of the shift falls on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas (December 25).

(c) The legislative approval date of the P-2 agreement shall be the effective date of the standby compensation rates listed in Section Seven (a) and (b).

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Section Eight. Should there be a ruling which treats Social Workers as non-exempt under the Fair Labor Standards Act which significantly impacts the cost of staffing the Hot-Line and Standby Programs, the State reserves the right to change the staffing of these programs in order to minimize the fiscal impact. The Union has the right to impact bargaining over such a change.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

ARTICLE 49

DURATION OF AGREEMENT

This Agreement covers the period July 1, 2021 ~~2017~~ to June 30, 2025 ~~2021~~.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

~~Section One. Furlough days:~~

~~Each employee is required to take three (3) unpaid furlough days between July 1, 2017 and June 30, 2018. Furlough day requirements will be prorated for employees working less than 35 hours per week.~~

~~The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The above value shall be deducted in the pay period in which the furlough day is taken. Alternatively, bargaining unit members may elect to have the total value of three (3) furlough days deducted incrementally throughout the course of FY18. For employees who choose the latter option, effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. Deductions for furlough days shall be made pursuant to this paragraph except as otherwise provided herein. It is further understood and agreed that any Employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.~~

~~The P-2 bargaining unit furlough days shall be 11/24/17, 12/26/17 and 5/25/18. Subject to agency operating needs, the agency may designate an employee to work on one of the P-2 furlough days. In exchange, the employee shall select and substitute another day within the fiscal year. Management shall solicit volunteers to satisfy operating needs on these days. If no qualified volunteers are available, seniority shall be the controlling factor.~~

~~Part-time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. Any employee whose schedule does not include a designated P-2 furlough day, will select another date within the fiscal year. An employee who is scheduled for more or less than eight hours on a furlough day will adjust their schedule for that pay period.~~

~~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 days shall be treated in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.~~

~~Section Two. Job Security:~~

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~~From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for P-2 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 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 establishes for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.~~

~~Section Three. Telecommuting/ Telework/AWS~~

~~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 across bargaining units.~~

~~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~~

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~~of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be cochaired 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.~~

P-2 is party to separate Agreements with the State, through SEBAC 2017 concerning telework and AWS.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/28/22

P-2 TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING VII
DSS ALTERNATIVE WORK SCHEDULES

The Office of Labor Relations, State of Connecticut, hereinafter referred to as the "State", the Department of Social Services, hereinafter referred to as "DSS" and the American Federation of State, County and Municipal Employees, Social and Human Services Bargaining Unit, hereinafter referred to as the "Union" have reached the following agreement concerning alternative work schedules:

1. DSS recognizes that the availability for employees to work schedules other than the standard schedule with regular established hours in five (5) consecutive days may be beneficial to both the employees and the agency.

2. AFSCME recognizes that the availability of particular work schedules may be restricted due to services to be provided and operational needs of DSS.

3. DSS shall provide alternative schedules that include: 1) Four day workweek, 2) Varied fixed hours within five (5) consecutive days and 3) flexible work schedules without fixed hours subject to the provisions of items 6 and 10.

4. All alternative schedules shall incorporate standard break and lunch periods. All schedules must require forty (40) hours of work time within the workweek.

5. All employees regardless of the schedule must work core hours (9:30 a.m. through 3:00 p.m.). All schedules must be arranged within the bandwidth hours (7:00 a.m. through ~~7:00 p.m.~~8 p.m.).

6. Specific hours and schedules shall be mutually agreed upon between the employee and the management designee. The operating need of the office or region will have primary consideration when assessing whether a schedule request can be granted.

7. Where schedule requests create conflict in staffing requirements preference will be given on the basis of seniority as defined in Article 12, Section Two.

8. Leave time taken by employees on any alternative schedule will be recorded on an hour-for-hour basis. Leave time taken on a flex schedule will be prearranged as in vacation time; personal leave days cannot exceed twenty-four hours; sick leave will equate to the hour the employee would have otherwise worked on the day of such sick occurrence.

9. Holidays shall be recognized as eight (8) hours. Therefore, in weeks where there is a holiday, employees on compressed work schedules will be required to adjust their schedule to accommodate the work requirement of the remaining thirty-two (32) hours. Said schedule adjustment must be submitted and approved by management the week prior to the week in which the holiday falls.

12.28.2022 7/20/22

P-2 TENTATIVE AGREEMENT

10. Employees electing flexible schedules must, once the election is affirmed by management, submit the general work plan for each pay period the Thursday pay day preceding said period. Employees retain the right to elect the standard work schedule inclusive of the right to return to a standard following the proper notice.

11. A Labor Management Committee consisting of representatives from Locals #714 and #2663 and a representative from AFSCME plus an equal number of management representatives shall be established. This committee shall discuss issues that may arise concerning the various alternative schedules and operation of the program. This committee shall be chaired by the Agency's ~~Director of Human Resources~~ Labor Relations Manager. The committee shall be empowered to resolve issues, by mutual agreement, within the guidelines of this Agreement.

12. The alternative work schedule program will operate on a six months trial period to start October 2003.

13. The right to terminate this program with notice is retained by both management and the Union. In exercising this right the provisions of Article 17, Section One (d) govern.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/20/2022

P-2 TENTATIVE AGREEMENT

Memorandum of Understanding - Article 14-DCF Transfers

The parties agree it is in the best interest of the parties to comply with the language in Article 14, pertaining to DCF, whenever possible without destabilizing the workforce and caseloads of any single location, thereby negatively impacting the Children and Families served by the Agency. Therefore the parties agree to establish a Labor/Management Transfer Subcommittee to include one member of DCF senior administration, the HR Business Partner, the Labor Relations Manager, and HR staff instrumental in implementation of the decisions of the subcommittee, and not more than six (6) representatives from the union. The first matter for discussion of the subcommittee will be elimination of the present seniority list, reconstitution of a new seniority list and a time frame for such, and methods for maintenance and submissions to, and implementation of the new list. The monthly meetings will consist of consideration of vacancies, identification of transfer opportunities and swap opportunities, with the intention of establishing the maximum number of opportunities for movement that can be accommodated, without destabilizing operations in any one location. The agency shall have the final word on destabilization. Such decisions shall not be grievable. The parties agree that after the agreed movement is accommodated, recruitments filled by other means will continue until the next monthly meeting, in order to allow ongoing recruitments to continue unhindered. Notwithstanding the above provisions above, Article 14, sections two (2) through seven (7) remain in effect.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 02.28.2022 DATE: 2/20/22

NMC 2/28/22
1 of 2

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

The State of Connecticut (hereinafter referred to as the "State"), the Office of Higher Education (hereinafter referred to as "OHE") and the American Federation of State, County and Municipal Employees (hereinafter referred to as "AFSCME") have reached the following agreement with respect to classifications within the AFSCME Local 1588 bargaining unit:

1. As certified by the Connecticut State Board of Labor Relations in Case No. SE-12069 – Decision No. 2744, AFSCME Local 1588 is the exclusive bargaining agent for the following administrative job titles used by the Office of Higher Education and the State Department of Education:

   Director
   Associate Director
   Senior Associate
   Senior Consultant
   Consultant
   Associate
   Executive Assistant 2
   Executive Assistant 1
   Executive Assistant
   Professional Assistant

2. Upon legislative ratification of the P-2 contract for the period July 1, 2021 through June 30, 2025, the parties agree that AFSCME Local 1588 will become part of the P-2 bargaining unit. AFSCME shall continue to be the exclusive bargaining agent for the above titles.

3. All titles that comprised the AFSCME Local 1588 bargaining unit shall be red-circled as of the date of legislative ratification.

4. On or before January 1, 2023, the State will commence an Objective Job Evaluation ("OJE") of the above titles. Such OJE shall be completed by June 30, 2024. The purpose of the OJE is to evaluate all aspects of each job class and to determine whether salary adjustments are warranted. Upon completion of the OJE, incumbents in the above titles will be placed into existing P-2 job titles that correspond with their respective duties, or alternatively the State may elect to create new job titles. All employees in the above classifications shall remain on their existing range pay plan through the completion of the OJE, after which they will be compensated utilizing the "SH" salary schedules. Any remaining 1588 incumbents placed in a P-2 title which is a "downgrade" shall remain red circled at their then rate and receive all future negotiated pay increases for their respective title. The OJE results will be bargained at the same time as the July 1, 2024 wage re-opener.

NMC
02.28.2022

TENTATIVE AGREEMENT

5. The parties recognize that vacancies may occur in the red-circled titles either prior to or after legislative ratification of this agreement. In the event of such a vacancy, nothing shall prevent OHE from refilling the vacancy with a job title that exists outside (or inside) of the P-2 bargaining unit and for which P-2 is not the exclusive bargaining agent. The Union agrees that it will not file a grievance, labor charge or take any other legal action to contest the filling of vacancies in this manner.

6. Vacation Accrual Rate. Employees in the above titles at the time of legislative ratification shall continue to accrue vacation at the rate set forth in the Local 1588 Agreement. Employees hired after legislative ratification shall accrue vacation at the applicable rates as proscribed in Article 28 of the P-2 Contract.

7. Maximum Vacation Accruals. Employees in the above titles at the time of legislative ratification who are within 5 years of retirement eligibility shall retain the current maximum of one hundred twenty (120) days. Other employees who have accumulated vacation to an amount above the P-2 payout shall have two (2) years after legislative ratification to spend down (use vacation leave) to the P-2 maximum. All other employees shall be eligible to accrue vacation to a maximum as proscribed by the P-2 contract.

8. Longevity: At the time of legislative approval, employees who have the requisite years of service to receive longevity pursuant to the Local 1588 agreement shall continue to receive longevity at their current (2021) rate, until and unless exceeded by the corresponding P-2 amounts. The parties recognize that employees hired after July 1, 2011 are not eligible for longevity.

9. The following Articles of the P-2 Contract shall not apply to the titles identified above until completion of the OJE process described above: Article 14 (Transfers) except as it applies to reassignments, and sections 6 and 7 shall also apply, Article 15A (Reclassification Grievances), Article 32 (Temporary Service in a Higher Class) and Article 33 (Class Reevaluations).

10. Other Terms and Conditions. Except as otherwise provided herein, the terms of the 2021 – 2025 P-2 Contract shall apply to all employees in the titles identified above.

11. The vacation and longevity rates contained herein shall not constitute comparable rates nor be admissible in any future P-2 negotiation or interest arbitration.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 02.28.2022 **DATE:** 2/28/22

SUPERSEDENCE APPENDIX

P-2

(EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025)

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 6	C.G.S. 5-260, C.G.S. 5-280
Service Ratings	Article 9	C.G.S. 5-237
Working Test Period	Article 11	C.G.S. 5-230 Reg. 5-230-1
Compensation General Wage Increases	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Increments	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Lump Sum	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Special Lump Sum	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Longevity payments	Article 31	C.G.S 5-213 Regulation 5-213-1
Temporary Service in a Higher Class	Article 32	C.G.S. 5-209
Tuition Reimbursement	Article 45	C.G.S. 4-87, C.G.S. 4-89
Conference and Workshop Funds	Article 46	C.G.S. 5-200(k) C.G.S. 5-200(m)
Standby Worker stipends	Article 47	C.G.S. 5-200(k) C.G.S. 5-200(m)
Hours of Work	DSS MOU	C.G.S. 5-250 Regulation 5-250-1 through 5-250-7
MOU – Accretion	MOU	C.G.S. 5-250 Regulation 5-250-1 C.G.S. 5-250-1, 5-250-2, 5-250-5 and 5-250-6 Regulation 5-250-1 through 5-250-7 C.G.S. 5-213 Regulation 5-213-1
All funds, Stipends, fees, differentials and other economic items not otherwise TA'd shall remain at the rate in effect on June 30, 2021 for the life of the collective bargaining agreement.	Entire Agreement	C.G.S. 5-200(k) C.G.S. 5-200(m)

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-2 American Federation of State, County and Municipal Employees Social and Human Services
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	3,935
	General Fund	3,381

Total Annual Wages (26 pay periods) All Funds: $299,009,376

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$75,979				
1st Year Contract: 2021-2022	$79,368	2.50%	1.95%	0.01%	4.46%
2nd Year Contract: 2022-2023	$82,774	2.50%	1.76%	0.03%	4.29%
3rd Year Contract: 2023-2024	$86,111	2.50%	1.53%	0.00%	4.03%
4th Year Contract: 2024-2025	$86,111	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$299,009,376	$20,267,315	$27,927,862	$37,372,320	$39,865,452	$39,865,452
Fringe Benefits Value of Current Items		$3,019,830	$4,161,251	$5,568,476	$5,939,952	$5,939,952
TOTAL WAGES AND BENEFITS		$23,287,144	$32,089,113	$42,940,795	$45,805,404	$45,805,404

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$7,475,234	$7,475,234	$7,475,234	$7,475,234	$7,475,234
(2) Annual Increment - On Time		$2,909,458	$5,818,916	$5,818,916	$5,818,916	$5,818,916
(3) $2,500 One-time payment		$9,838,575	$0	$0	$0	$0
(4) Increase Tuition Funds		$40,000	$40,000	$40,000	$40,000	$40,000
(5) DCF On-call Standby		$4,047	$4,047	$4,047	$4,047	$4,047
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$20,267,315	$13,338,198	$13,338,198	$13,338,198	$13,338,198
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$7,807,588	$7,807,588	$7,807,588	$7,807,588
(2) Annual Increment - On Time			$2,746,646	$5,493,292	$5,493,292	$5,493,292
(3) $1,000 One-time payment - 7/1/2022			$3,935,430	$0	$0	$0
(4) Conference and Workshop Funds			$100,000	$100,000	$100,000	$100,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$14,589,664	$13,400,880	$13,400,880	$13,400,880
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$8,140,110	$8,140,110	$8,140,110
(2) Annual Increment - On Time				$2,493,132	$4,986,265	$4,986,265
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$10,633,242	$13,126,375	$13,126,375
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$20,267,315	$27,927,862	$37,372,320	$39,865,452	$39,865,452
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$1,256,574	$1,731,527	$2,317,084	$2,471,658	$2,471,658
Medicare 1.45%	1.45%	$293,876	$404,954	$541,899	$578,049	$578,049
Unemployment 0.15%	0.15%	$30,401	$41,892	$56,058	$59,798	$59,798
SERS Normal Cost 4.1%	4.10%	$830,960	$1,145,042	$1,532,265	$1,634,484	$1,634,484
OPEB Contribution 3%	3.00%	$608,019	$837,836	$1,121,170	$1,195,964	$1,195,964
TOTAL FRINGE IMPACT	14.9%	$3,019,830	$4,161,251	$5,568,476	$5,939,952	$5,939,952
TOTAL COST OF CONTRACT - ALL FUNDS		$23,287,144	$32,089,113	$42,940,795	$45,805,404	$45,805,404

EDUCATION ADMINISTRATORS (P-3A)
COLLECTIVE BARGAINING AGREEMENT

between

State of Connecticut

and

Connecticut State Employees Association
SEIU Local 2001

Effective: July 1, 202116 **Expires: June 30, 202521**

TENTATIVE AGREEMENT – P3A

ARTICLE 5 - UNION RIGHTS

Section One. [NO CHANGE]

Section Two. [NO CHANGE]

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, workplace-related complaints and other workplace issues, 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. [NO CHANGE]

Section Five. Bulletin Board. [NO CHANGE]

Section Six. (a) 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.

(New) (b) Access to Systems to Communicate with Members. The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section Seven. [NO CHANGE]

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.~~ **The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.**

Section Nine. [NO CHANGE]

Section Ten. [NO CHANGE]

Section Eleven. The Union may ~~request the~~ use ~~of~~ State facilities during meal periods, during paid and unpaid breaks, and at other times 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. [NO CHANGE]

For the State

3.14.2022
Date

For the P3A Union

Date 3.14.22

TENTATIVE AGREEMENT – P3A

ARTICLE 6 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. ~~During the life of this Agreement~~ Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union 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 Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

~~**Section Three.** Any 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 or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Four.~~

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

~~**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280-A to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall be equal to P-4 unit members' dues payable to the Union.~~

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues ~~or agency service fees~~ deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made ~~together with a list of employees for whom any such deduction is made~~. The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, Job Entry Date, and all other information currently provided with such list.

Section Six. No payroll deduction of dues ~~or agency service fees~~ 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 not be made ~~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, Three, ~~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. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section Eleven. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. 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, in accordance with existing practice. ~~, as was shown in the sample report prepared by the Department of Administrative Services during the negotiations for this agreement~~

For the State

3.14.2022

Date

For the P3A Union

Date

TENTATIVE AGREEMENT

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 or centralized Human Resources-, exclusive of any other file or record.

Section Two. An employee covered hereunder shall, within two (2) business days of ~~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.

FOR THE P3A

Daniel E Livingston Date 12/6/2021

FOR THE STATE

Date 12/7/2021

TENTATIVE AGREEMENT

ARTICLE 11, SECTION ONE - 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. Agencies are encouraged to implement remedial plans that identify performance deficiencies following less than good or unsatisfactory ratings. The use of remedial plans shall not interfere with agreed upon guidelines relating to the PSPES process. 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.

FOR THE P3A

Daniel E Livingston Date 12/6/2021

FOR THE STATE

Date 12/7/2021

TENTATIVE AGREEMENT – P3A

ARTICLE 11 - PERFORMANCE EVALUATION

. . .

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~~2021-22, 2022-23, 2023-24, and 2024-25 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%.

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.

(d) 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 l 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.~~

FOR THE STATE

3.29.2022
Date

FOR P3-A

Date 3.29.22

TENTATIVE AGREEMENT – P-3A

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. Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

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 regarding the Resolution of Grievances 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.

For the State: **For the Union (P-3A):**

3.14.2022 3.12.22

Date **Date**

TENTATIVE AGREEMENT – P-3A

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

Section One. [NO CHANGE]

Section Two. [NO CHANGE]

Section Three. In-service Training. [NO CHANGE]

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)~~ twenty-one thousand dollars ($21,000) appropriated to the fund in each year of the collective bargaining agreement. ~~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. [NO CHANGE]

Section Seven. [NO CHANGE]

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~~In each year of the contract, Twenty Thousand Dollars ($20,000) shall be allocated to ~~BESB~~ the Department of Aging and Disability Services, Bureau of Education and Services for the Blind (ADS/BESB) for the purpose of sending bargaining unit employees in ~~DORS~~ADS/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.

FOR THE STATE **FOR P3-A**

3-29-2022 3.29.22

Date Date

TENTATIVE AGREEMENT P3A

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 proceed in accordance with SERA~~return to the bargaining table~~.

FOR P3A

Daniel E Livingston Date 12/6/2021

FOR THE STATE

Christine Cieplinski

Date 12/7/2021

TENTATIVE AGREEMENT – P3A

Article 25 -- Transfers

Section Four. Bureau of Education and Services for the Blind ~~E~~employees ~~who are currently~~ shall be eligible ~~for~~ to select a "home offices" duty station option. ~~will continue for the term of this Agreement and any benefit~~ Current practice related to the rules and procedures of the home office duty station option shall continue. 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.

For the State

3.11.2022
Date

For the P3A Union

Date 3.11.2022

TENTATIVE AGREEMENT – P3A

ARTICLE 27 - COMPENSATION

Section One.

(a) Special Lump Sum Payments:

1. Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of $2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

2. Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of $1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

(b) General Wage Increases:

1. Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit.

2. Effective with the pay period that includes July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

3. Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one- half percent (2.5%).

(c) Pay Plan Adjustment:

Effective in the pay period that includes July 1, 2022, there shall be an additional ~~tenth~~ step added to the existing pay plans for this unit that has a~~n~~ standard increment ~~value of 2.5%.~~

~~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.

(a) Annual Increments

i. Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit.

ii. For contract year 2022-2023, employees will continue to be eligible for annual increments in accordance with exiting practice.

iii. For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with exiting practice.

(b) 4th Year Wage Reopener (FY25) – GWI AND AI:

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 19 (Compensation), Section 1(b), (General Wage Increase), Section 5(b) (degree stipends) and Section 8(a), (Annual Increment) only. All other provisions shall remain in full force and effect.

~~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 31 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, 2018 – June 30, 2019, longevity shall be paid on time.~~

~~d. July 1, 2019 – June 30, 2020 longevity shall be paid on time. e. 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. Stipends.

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

(b) Effective July 1, 2022, bargaining unit members who possess a Ph.D., J.D., or Ed.D. shall receive an annual lump sum payment of one thousand ($1,000) dollars. This payment shall be issued on or about October of each contract year. Effective July 1, 2023, this stipend shall increase to two thousand ($2,000) dollars.

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.

FOR THE UNION (P-3A)

Date 3.15.22

FOR THE STATE:

3.15.2022

Date

TENTATIVE AGREEMENT

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.~~ Employees are encouraged to participate in direct deposit of their paychecks.

For the Union

Daniel E Livingston Date 12/6/2021

For the State

Date 12/7/2021

TENTATIVE AGREEMENT P3A

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 State and ~~SEBAC parties~~.

FOR P3A

Daniel E Livingston Date 12/6/2021

FOR THE STATE

Date 12/7/2021

TENTATIVE AGREEMENT – P3A

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 sixth ~~eenth~~ 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.

For the State:

3.11.2022
Date

For the Union (P-3A)

Date 3.11.22

TENTATIVE AGREEMENT – P3A

ARTICLE 35 - MISCELLANEOUS

Section One. Electronic copies of this Agreement shall be made available to employees and management personnel. To the extent necessary, tThe 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. If management requests one or more copies of printed booklets printed by the Union, it shall reimburse the Union for the full cost thereof.

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.

For the State	For the Union
3·11·2022	
Date	Date 3.11.22

TENTATIVE AGREEMENT – P-3A

ARTICLE 38 – DURATION

Section One. This Agreement shall be effective on July 1, 20~~16~~21 and shall expire on June 30, 202~~1~~5.

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 renegotiation, 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.

FOR THE STATE

3.29.2022

Date

FOR P-3A

Date 3.29.22

TENTATIVE AGREEMENT – P-3A

~~**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.~~

FOR THE STATE **FOR P-3A**

3.29.2022 3.29.22

Date Date

TENTATIVE AGREEMENT – P-3A

Global Change: Agency Name

The Department of Rehabilitation Services (DORS) has changed its name to the Department of Aging and Disability Services (ADS). Any reference in the contract to the Department of Rehabilitation Services shall be updated accordingly.

FOR THE STATE	**FOR P-3A**
3.29.2022	
Date	Date 3.29.22

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

REGARDING THE RESOLUTION OF GRIEVANCES
(To replace the protocol -- Appendix B)

The State and the Union agree that it is in the parties' mutual interests to address and resolve grievances as expeditiously as possible. The undersigned parties agree, therefore, as follows:

1. A committee shall be empaneled consisting of a Union Representative, a Representative from the Office of Labor Relations, and an Agency Representative whose pending cases are subject to Committee review and discussion.
2. The State and the Union shall develop a list of not less than five (5) grievances one week before the meeting that the parties intend to review and discuss.
3. Said Committee shall meet at least twice quarterly to review and make recommendations regarding the disposition of the grievances pending currently at the arbitration step of the grievance process. The parties will meet in December of each year to set expected dates for such meetings. By mutual agreement, the parties may hold additional meetings to address a grievance backlog.
4. The Union, OLR, and Agency Representative must possess the authority to act upon said pending cases during the meeting. Only those persons necessary for bringing the matter to resolution need to attend.
5. It is understood and agreed that any resolution of said grievances must be immediately reduced to writing when possible and executed by the State and the Union using an agreed upon form. Otherwise, grievances shall be scheduled for arbitration in the order in which arbitration is demanded except that cases that involve overpayments or that pose an ongoing monetary liability to the State will have scheduling priority by order of filing. Notwithstanding, either party may choose up to five (5) matters per year to be given prime or expedited priority. In addition, any grievance involving the separation of a bargaining unit member shall automatically be given prime or expedited priority.
6. No grievance shall be ripe for Committee review unless and until either (1) it has been heard and answered at Step 2 of the grievance procedure; (2) it has been filed at Step 2 and the time for response has passed without agreed upon extension; or (3) it is a grievance which may be filed directly to step (3).
7. The following shall apply for grievances involving discipline at the level of dismissal, demotion, or suspension in excess of ten (10) working days: These grievances shall be filed directly to the Office of Labor Relations (Central) consistent with the time requirements of Article 14, Section Five. Within thirty (30) days of receipt of the grievance, a representative of the Office of Labor Relations (Central) and a representative of the Union shall convene a conference with the relevant parties (Grievant, Agency Labor Relations Staff, and other Agency Representative, as appropriate) for the purpose of exchanging relevant documents, and

gathering other information, including via mutual questioning by the parties in attendance. If the grievance is not resolved as a result of discussions at the conference, the OLR Representative will issue a written response within fifteen (15) days of the conference. A grievance that adheres to the procedure outlined in this paragraph will be considered ripe for Committee review.

8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.
9. No matters that are otherwise deemed non-grievable or non-arbitrable are subject to committee review.
10. All conferences and committee meetings convened pursuant to this MOU shall be closed to the public unless the parties mutually agree otherwise.

FOR THE STATE:

3.14.2022

Date

FOR THE UNION:

Date 3.14.22

TENTATIVE AGREEMENT

SIDE LETTER CONCERNING EDUCATIONAL CONSULTANT POSITION

DELETE:

~~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.~~

For the Union

Daniel E Livingston Date 12/6/2021

For the State

Date 12/7/2021

SUPERSEDENCE APPENDIX

CONNECTICUT STATE EMPLOYEES ASSOCIATION
EDUCATION ADMINISTRATORS P-3A
COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 6	C.G.S. § 5-260; C.G.S. § 5-280
Compensation, Special Lump Sum payments 7.1.21, and 7.1.22	Article 27, Sec. 1(a)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, General Wage Increases 7.1.21, 7.1.22 and 7.1.23	Article 27, Sec. 1(b)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, pay plan adjustment, 7.1.22 add an additional step with standard increment value	Article 27, Sec. 1 (c)	C.G.S. § 5-208(a); § 5-200(k)
Compensation, AIs, Step plans 7.1.21, 7.1.22 and 7.1.23	Article 27, Sec. 2 (a)	C.G.S. § 5-200(k) C.G.S. § 5-200(m) C.G.S. § 5-210
Compensation, longevity, on time in accordance with existing practice and SEBAC 2011 and 2017	Article 27, Sec. 3	C.G.S. § 5-213 Reg. 5-213-1
Compensation, degree stipend, 7.1.22 ($1,000); 7.1.23 ($2,000) for PhD, EdD or JD	Article 27, Section 5	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Sick leave bank, shorter waiting period	Article 34, Sec 14(d)	C.G.S. § 5-248

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-3A Education Administrators
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	190
	General Fund	112

Total Annual Wages (26 pay periods) All Funds: $22,385,835

		Annualized Basis (26 Pay Periods for All Years)			
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$117,944				
1st Year Contract: 2021-2022	$123,243	2.50%	1.99%	0.00%	4.49%
2nd Year Contract: 2022-2023	$130,369	2.50%	1.74%	1.54%	5.78%
3rd Year Contract: 2023-2024	$135,756	2.50%	1.57%	0.06%	4.13%
4th Year Contract: 2024-2025	$135,756	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$22,385,835	$1,257,205	$2,253,575	$3,135,034	$3,365,825	$3,365,825
Fringe Benefits Value of Current Items		$187,324	$335,783	$467,120	$501,508	$501,508
TOTAL WAGES AND BENEFITS		$1,444,528	$2,589,358	$3,602,155	$3,867,333	$3,867,333

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$559,646	$559,646	$559,646	$559,646	$559,646
(2) Annual Increment - On Time		$223,059	$446,118	$446,118	$446,118	$446,118
(3) $2,500 One-time payment		$474,500	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$1,257,205	$1,005,764	$1,005,764	$1,005,764	$1,005,764
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$584,790	$584,790	$584,790	$584,790
(2) Annual Increment - On Time			$203,967	$407,934	$407,934	$407,934
(3) $1,000 One-time payment - 7/1/2022			$189,800	$0	$0	$0
(4) Add 10th Step			$254,254	$305,489	$344,830	$344,830
(5) $1,000 PhD, JD, EdD Stipend			$15,000	$15,000	$15,000	$15,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$1,247,812	$1,313,213	$1,352,555	$1,352,555
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$609,608	$609,608	$609,608
(2) Annual Increment - On Time				$191,449	$382,899	$382,899
(3) Increase PhD, JD, EdD Stipend to $2,000				$15,000	$15,000	$15,000
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$816,057	$1,007,507	$1,007,507
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$1,257,205	$2,253,575	$3,135,034	$3,365,825	$3,365,825
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$77,947	$139,722	$194,372	$208,681	$208,681
Medicare 1.45%	1.45%	$18,229	$32,677	$45,458	$48,804	$48,804
Unemployment 0.15%	0.15%	$1,886	$3,380	$4,703	$5,049	$5,049
SERS Normal Cost 4.1%	4.10%	$51,545	$92,397	$128,536	$137,999	$137,999
OPEB Contribution 3%	3.00%	$37,716	$67,607	$94,051	$100,975	$100,975
TOTAL FRINGE IMPACT	14.9%	$187,324	$335,783	$467,120	$501,508	$501,508
TOTAL COST OF CONTRACT - ALL FUNDS		$1,444,528	$2,589,358	$3,602,155	$3,867,333	$3,867,333

EDUCATION PROFESSIONS (P-3B)
COLLECTIVE BARGAINING AGREEMENT

between

State of Connecticut

and

Connecticut State Employees Association
SEIU Local 2001

Effective: July 1, 202116 **Expires: June 30, 202521**

TENTATIVE AGREEMENT – P3B

APPROVAL

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278. IN WITNESS WHEREOF, the parties execute this Agreement on behalf of the Education Profession (P-3B) Bargaining Unit effective July 1, 20~~16~~21, expiring June 30, 202~~5~~1.

For the State

3.14.2022

Date

For the P3B Union

Date 3.13.22

Tentative Agreement – P3B

ARTICLE 1 - RECOGNITION

Section One. The State of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive bargaining representative of the State employees whose job titles are placed within the following certified unit by the Connecticut State Board of Labor Relations or by agreement of the parties: The Institution Educators, SE-3323.

Section Two. This Agreement shall pertain only to those employees whose job titles fall within those certifications above cited and shall not apply to non- permanent employees who are appointed on a temporary, emergency, provisional, durational basis not to exceed six (6) months, or seasonal basis. Persons serving a working test period are not excluded. Part-time employees working under twenty (20) hours per week are covered by this Agreement to the extent provided in Article 51.

Section Three. (a) Provisional Employees. A provisional employee is an employee who has been initially appointed to a permanent position pending State examination or examination results. Provisional employees are subject to the requirements of the merit system in all respects, including but not limited to, certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination of employment without right of appeal except as may be provided by the merit system. In all other respects, this Agreement shall apply to a provisional employee in a permanent position from the date of appointment.

(b) Temporary and Durational Employees. A temporary employee is an employee appointed on a temporary or emergency basis or appointed to a temporary position of six (6) months duration. A durational employee is an employee appointed on a durational basis or to a durational position for a period of

six (6) months duration or the length of leave of absence of the employee replaced, whichever is longer. Due to nature of the appointment, temporary and durational employees cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal.

This Agreement entitles a temporary or durational employee, whether originally appointed for less than or more than six months, to the following after six (6) months of continuous service:

Vacation, if eligible, accrued from date of hire in accordance with Article 39, use of accrued vacation and payment of unused vacation upon termination.

Sick Leave accrued from date of hire in accordance with Article 40, and use of accrued sick leave.

Holiday benefits, if eligible, in accordance with Article 38.

Participation in group health insurance provided in accordance with Article 45, subject to any waiting period imposed by the insurance carrier.

Group life insurance in accordance with Section 5-257, Connecticut General Statutes.

Membership in the employee organization ~~or payment of agency fees~~ in accordance with Article 9.

Time served as a temporary or durational employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of temporary or durational employment and permanent employment. This Section shall not be deemed as a waiver of any requirements of the merit system.

Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding temporary and durational appointment, which can be found in Appendix F.

For the State: **For the Union:**

3.14.2022 2/16/2022

Date Date

TENTATIVE AGREEMENT – P3B

ARTICLE 8 - UNION RIGHTS

Section One. [NO CHANGE]

Section Two. [NO CHANGE]

Section Three. Union staff representatives and officials shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating ~~filed~~ grievances, workplace-related complaints and other workplace issues, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the appropriate management official and do not interfere with the performance of duties. The Union shall furnish the State employer with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

Section Four. Role of Stewards in Processing Grievances. [NO CHANGE]

Section Five. Bulletin Board. [NO CHANGE]

Section Six. (a) Access to Information. The Employer agrees to provide the Union, upon request and within a reasonable period of 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 Union shall not have access to privileged or confidential information.

(New) **(b) Access to Systems to Communicate with Members.** The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section Seven. [NO CHANGE]

Section Eight. Orientation. ~~The Union shall 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. During the first month of employment all new employees and their steward shall be released from work, if they so desire, for one (1) hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the employer.~~

The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

Section Nine. The State will permit use of certain areas within facilities for Union meetings, subject to operating needs, during meal periods, during paid and unpaid breaks, and at other times outside of normal work hours. Requests for use of facilities shall be made in advance to the appropriate management official. The Union shall reimburse the State for any additional expense, such as security and maintenance costs, incurred as a result of Union use of facilities.

For the State

3-9-2022
Date

For the P3B Union

Date 3.9.22

TENTATIVE AGREEMENT – P3B

ARTICLE 9 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. ~~During the life of this Agreement~~Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union 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.~~

The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. ~~An employee who fails to become a member of the Union 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.~~

The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

Section Four. ~~The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes 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 nonpayment of Union dues or who objects to payment of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to an exclusive bargaining agent or any employee organization constituent thereof. The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract.~~

Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues ~~or agency service fees~~ deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deduction is made ~~together with a list of employees for whom any such deduction is made.~~ The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, Job Entry Date, and all other information currently provided with such list.

Section Six. No payroll deduction of dues ~~or agency service fee~~ shall be made from workers 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 not be made ~~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~~, provided any such payroll deduction has been approved by the State in advance.

Section Nine. In the event that any court of competent jurisdiction orders the employer to pay damages due to deduction of Union agency fees or to rebate to employees any portion of such fees deducted pursuant to this Article, the Union agrees to hold the employer harmless for said damages and deductions by paying the State for said damages and deductions.

Section Ten. The State shall continue the voluntary payroll deduction for the Union's political action organization fund as established under the prior agreement. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section Eleven. When the State employer believes that an employee has had an excessive amount of union dues and/or agency service fees withheld from his/her paycheck, the State shall notify the employee and the Union of the amount of and the possible reason for the excessive deductions. The method of repayment, if any, shall be mutually agreed between the employee and the Union and the Union shall notify the State if the matter has been resolved and in what fashion. If the State determines that an employee has had insufficient deductions being withheld for union dues and/or agency fees, the State shall deduct the amount owed by the employee over the same period of time in which the insufficiency occurred, unless the State is notified that the employee and the Union have agreed to some other arrangement.

Section Twelve. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. 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, in accordance with existing practice, ~~as was shown in the sample report prepared by the Department of Administrative Services during the negotiations for this agreement.~~

FOR THE STATE:

3.14.2022
Date

FOR THE P3B UNION

Date 3.14.22

TENTATIVE AGREEMENT-P-3B

ARTICLE 11- 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, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level, or ~~is maintained by~~ centralized Human Resources.

Section Two. An employee covered hereunder shall, within two (2) business days of ~~upon~~ his/her request, be granted reasonable time without loss of pay to examine and copy, at his/her expense, any and all materials in his/her personnel file other than pre-employment material or material that is confidential or privileged under the law. At the agency's discretion, such material may be sent to the employee's worksite for inspection. 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 the employee's official personnel records upon presentation of written authorization by the appropriate employee. In matters of confidentiality and access to records, the provisions of applicable statutes and regulations shall prevail.

Section Three. No new derogatory material shall be placed in the employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. Such signature merely indicates that he/she has read the material to be filed, and does not necessarily indicate agreement with its contents. If the employee refuses to sign, a Union steward shall sign indicating receipt. At any time, an employee may file a written rebuttal to any derogatory materials. If an employee fails to attend a meeting scheduled for the delivery of derogatory material, the document(s) may be sent to the employee by certified mail with a copy mailed to the Union.

An employee may file a grievance objecting to any derogatory material placed in his/her personnel file; provided, however, no such grievance shall be arbitrable unless it is alleged by the State employer as just cause for discipline, provided that only the agency expectation and the date it was conveyed may be provided to the arbitrator, not the underlying derogatory materials.

Derogatory material which is not merged in the next service rating shall be considered void after two (2) years unless voided sooner or incorporated into an official disciplinary action. For purposes of this section, "voided" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of an employee's performance, with the understanding that the accuracy of such notes/records may be challenged when used as the basis for official disciplinary action.

For the State:

3-14-2022
Date:

For the Union:

Date: 2.16.22

TENTATIVE AGREEMENT - P3B

ARTICLE 12 - SERVICE RATINGS

Section One. (a) The appointing authority shall cause a service rating report to be filed on a form prescribed by the State in the following instances:

(1) During any working test period, either promotional or original, the quality of service of any employee shall be reported as either: "satisfactory" or better for satisfactory or better performance, and the form shall be placed in the official personnel file not more than six (6) nor less than two (2) weeks prior to the termination of the period; or "unsatisfactory" for unsatisfactory performance, and the report shall be approved by the appointing authority and placed in the personnel file and reported to the Commissioner of Administrative Services or designee.

(2) When the annual performance of an employee with permanent status has been unsatisfactory, whether the agency is granting or precluding an annual increase, the report shall be approved by the appointing authority and placed in the personnel file at least three (3) months prior to the employee's increase date. The three month notice period shall allow reasonable time for improvement and amendment of the annual service rating report, where appropriate, prior to the employee's annual increase.

(3) Should the appointing authority determine 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. Said plan shall be provided not less than four (4) months prior to the end of the rating period; provided, however that 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.

(4) When the appointing authority wishes to amend a previously submitted unsatisfactory report due to the marked improvement in an employee's performance, such report shall be filed not later than two (2) weeks prior to the increase date and shall restore the annual increase.

(5) Annually for each permanent employee, said annual rating shall be completed and filed in the personnel file in the office of the appointing authority at least three (3) months prior to the employee's annual increase date.

(6) At such other times as the appointing authority deems that the quality of service of an employee should be recorded provided that no second "unsatisfactory" service rating shall be given until after the employee has had a reasonable opportunity to correct deficiencies.

(b) A service rating will be conducted by a qualified management designee who is familiar with the employee's work. No supervisor shall make comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating. Employees may, if they desire, contribute their written comments as an addendum to the Service Rating document. All unsatisfactory ratings must be discussed with and signed by the employee (indicating he/she has seen it, rather than signifying agreement) within seven (7) days of the issuance of the rating.

(c) When an employee is issued an "unsatisfactory" service rating, the rating supervisor shall state the reasons and expectation for improvement.

(d) No second "less than good or unsatisfactory" service rating shall be given until the employer has implemented a remedial plan which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. In the case of a permanent employee, said remedial plan must be in place for at least six (6) months before a second "less than good or unsatisfactory" service rating is issued.

Section Two. Only disputes over unsatisfactory service ratings 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 evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously.

Section Three. ~~A rating of "unsatisfactory in one category or of "fair" in two (2) categories shall constitute an unsatisfactory service rating which may be considered grounds for denial of an annual increment.~~

(a) "Overall Fair Rating". Ratings of "fair" in two (2) categories shall constitute on overall rating of "Fair". Two (2) consecutive overall "Fair" ratings may result in the withholding of the Annual Increment or top step lump sum payment.

(b) "Overall Unsatisfactory Rating". Ratings of "fair" in three (3) categories and/or "unsatisfactory" in one (1) or more categories shall constitute an overall rating of "Unsatisfactory". An "Unsatisfactory" rating may result in the withholding of the Annual Increment or top step lump sum payment. Two consecutive overall "Unsatisfactory" ratings are considered just cause pursuant to section 5-240 of the regulations for State Agencies.

All other ratings shall be considered "satisfactory" or better.

Section Four. (a) Review of existing and new evaluation forms and procedures shall be an appropriate subject of the Labor Management Committee.

(b) The Bureau of Rehabilitation Services, Disability Determination Services, and the Board of Education and Services for the Blind will discuss topics of mutual concern regarding performance evaluations through their agency labor management committees.

Section Five. For the purposes of teacher evaluation, the State will comply with Section 10-151b of the General Statutes, the

exclusive representative in this case being the CSEA.

Section Six. As part of the teacher evaluation process, each teacher shall be expected to complete professional development goals, objectives, and/or projects during the school year. The goals will be developed in conjunction with the supervisor or manager as provided in the agency's teacher evaluation plan. Such goals, objectives, and/or projects shall be intended to improve the quality of educational services for the students, to improve the performance and expertise of the teacher, to provide benefits for the school system, and to implement the agency's professional development plan.

For the State:

Date 3.14.2022

For the Union:

Date 2.23.22

TENTATIVE AGREEMENT – P3B

ARTICLE 16
GRIEVANCE PROCEDURE

Section One. Definition. A grievance is defined as any written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision(s) of this Agreement.

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

The union representative or steward shall make his/her best effort to clearly and completely fill out the grievance form and to include the specified information. 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. A grievance may be amended up to and including Step III, provided that the Union provides notice to the appropriate Management designee of the change no less than seven (7) days prior to the scheduled Step III hearing date.

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 individual employee(s) or group of employees elect(s) to submit a grievance on their own behalf without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided with a copy thereof, and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting. The Union 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.

The State will continue its practice of paid leave time for witnesses of either party at all steps of the grievance procedure.

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 prompt resolution of all disputes and to avoid the formal procedures through informal resolution.

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or the Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. This provision shall not preclude a grievant from having the right to pursue and obtain remedy for any continuing or ongoing violation.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the subagency designee who is outside the bargaining unit. Such designee 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 fourteen (14) 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 employee 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.

Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

Step IV. Submission to Arbitration. Within fourteen (14) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within fourteen (14) 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(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.

Mediation. If mutually agreed upon by the parties, an unresolved grievance filed for arbitration shall be submitted to a pre-arbitration mediation meeting. The mediation shall be conducted by a mutually acceptable mediator selected by the parties and shall be understood to be a non-binding process. The mediation shall be scheduled within forty-five days, if practicable, after the parties have agreed to mediation. The costs of the mediation shall be shared equally between the State and the Union.

Notwithstanding the foregoing, unless the parties agree to the contrary for a particular case, the Arbitration Protocol regarding the resolution of grievances, set forth as Appendix E to the agreement will replace the third step of the grievance procedure, and the arbitration scheduling provisions of Article 16. The union may invoke arbitration following step 2.

Section Seven. For the purposes of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement in writing 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 a grievance within the time specified, the grievance may be

processed to the next higher 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 accepts the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section Nine. (a) The parties shall establish a panel of up to five (5) mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. The parties shall expedite cases involving dismissals, demotions, and suspensions of five (5) days or more.

Submission to arbitration shall be by certified letter, postage prepaid, to the Undersecretary for the Office of Labor Relations. 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, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case. In determining whether a grievance shall be deemed arbitrable, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy".

(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, a party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription will 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. The steward representing the grievant(s) shall also be granted such paid leave time to

be present.

(c) The arbitrator 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes. 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 awards, including post- arbitral review of awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

Section Ten. Consolidation. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator in a single proceeding two (2) or more grievances arising out of similar fact situations or involving similar issues of contract interpretation or both.

Section Eleven. 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) Failure of a promotional working test period;
(c) Service ratings when used as the basis of termination during the initial working test periods or of failure of a promotional working test period;
(d) The decision to lay off, provided that the Employer shall provide the Union, upon request, supportive data regarding the decision to lay off or the non- disciplinary termination of an employee due to lack of possessing or maintaining an appropriate certification or a statutorily required educational degree.
(e) Notwithstanding the provision of Article 49, classification and pay grades for newly created bargaining unit jobs, provided, however, that this clause shall neither enlarge nor diminish the Union's right to negotiate pay grades;
(f) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed which antedate this Agreement shall not be deemed to have been waived by execution of this Agreement.
(g) Any inherent management right not restricted by a specific provision of this Agreement;
(h) Health and safety issues which might otherwise be covered by Conn OSHA;
(i) Affirmative action and alleged discrimination issues where the Commission on Human Rights and Opportunities asserts jurisdiction; for the purposes of this provision, the phrase "asserts jurisdiction" shall denote the point in time in which the CHRO serves the complaint upon the respondent and requests the respondent to answer the complaint.
(j) Bill of Rights Clause. Those provisions of Section One which otherwise are protected by Federal and State law.

Section Twelve. The ~~existing~~ procedures for handling disputes over reclassification ~~shall remain in force~~are addressed in Appendix C.

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

For the State

3-14-2022
Date

For the Union

Date 2.23.22

TENTATIVE AGREEMENT- P3B

ARTICLE 19 – COMPENSATION

Section One.

(a) **Special Lump Sum Payments:**

1. Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of $2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

2. Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of $1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

(b) General Wage Increases:

1. Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit.

2. Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

3. Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one- half percent (2.5%).

~~There shall be no general wage increase paid to any P-3B 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—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%).~~

~~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. Compensation Schedules. In addition to the standard step schedule, there shall be the following extended compensation plans:

(a) Instructor salary schedule which includes the classes of Developmental Services Adult Services Instructor and Industries Instructor (B.E.S.B.)

(b) Teacher salary schedules which include the classes of State School Teacher, Pupil Services Specialist, Education Consultant for the Blind (Mobility Instruction), Rehabilitation Teacher 1, Rehabilitation Teacher 2, Correction Department Vocational Instructor, and Correction Recreation Supervisor.

(c) Supervisor salary schedule which includes the classes of Developmental Services Education Program Supervisor and State School Department Head, and which provides that employees with a sixth (6th) year certificate in the appropriate area of certification shall be assigned to steps 3 through 13 while employees without such sixth (6th) year certificate shall be assigned to steps 1 through 10.

~~(c)~~(d) Effective July 1, 2022, classifications that fall within the EC25 pay plan shall have steps 8, 9 and 10 adjusted to provide for a full step increment of 2.5%. Employees entitled to a step adjustment payment as referenced above will receive it in the pay period that includes July 1, 2022.

Section Three. Instructor Pay Plan. (a) The Instructor Pay Plan shall contain a Step 2 hiring rate for individuals possessing a Bachelors Degree and a Step 3 hiring rate for individuals possessing a Masters degree in a job related area.

(b) An employee who was a Developmental Services Worker 1 or 2 and becomes a Developmental Services Adult Services instructor shall be placed on the Instructor Pay Plan by the traditional mode. An employee who was a Lead Developmental Services Worker and becomes a Developmental Services Adult Services Instructor shall be placed on the step of the Instructor Pay Plan closest to, but not less than, his/her prior salary. An employee who was a Supervising Developmental Services Worker and becomes a Developmental Services Adult Services Instructor shall be placed on the Step of the Instructor Pay Plan closest to, but not more than, his/her prior salary. For employees whose job titles are other than those listed above, placement on the Instructor Pay Plan shall be based on the comparability of their class with the above listed classes. An Instructor who leaves this class for another position in state service and subsequently returns to an Instructor position shall be paid at the rate of pay which he/she would have arrived at had he/she been serving in the position of an Instructor instead of in the position of the other class.

Section Four. Teacher Pay Plan.

(a) Effective September 12, 1986, separate Teacher salary schedules shall be established based upon the level of educational achievement in job-related course work: Bachelors degree; Masters degree or Bachelors plus 30 credits; and Sixth Year or Masters plus 30 credits.

For employees hired after July 1, 2009 to be eligible for a higher pay plan, credits used for pay plan advancement must be earned after the Bachelors degree. Prior to hire, the

agency will review the educational credits and degrees of the potential employee and disclose in writing to the potential employee both the agency's position as to the appropriate salary schedule and the additional credits, if any, beyond the Bachelors degree.

Effective July 1, 2009, bargaining unit members with a sixty (60) credit Masters in Social Work (MSW) shall be placed on the Sixth Year salary schedule. The salaries of employees shall be calculated into the higher salary group using the round up method. There shall be no retroactive payments and this shall only pertain to Masters Degree in Social Work (MSW).

Effective July 1, 2022, employees in the classification of Pupil Services Specialist who have obtained a sixty (60) credit Masters in Speech and Language Pathology shall be placed on the Sixth Year salary schedule. The salaries of employees shall be calculated into the higher salary group using the round up method. There shall be no retroactive payments and this shall only pertain to Masters Degree in Speech and Language Pathology.

(b) Employees who become eligible for advancement to a higher salary schedule due to educational achievement shall be placed on the appropriate schedule as of the effective date of their next annual increment. Such employees shall be advanced one step, if possible, for their annual increment and then placed on the same step of the new pay plan the employee held prior to the placement.

(c) (1) Employees in the class of Education Consultant for the Blind (Mobility Instruction) shall be assigned to step 1 through 14 of the twelve month pay plan of the appropriate educational schedule.

(2) Employees in the classes of Rehabilitation Teacher 1 and Rehabilitation Teacher 2 shall be compensated on the appropriate educational schedules of the Ten Month Teachers pay plan, with the limitation that employees in the class of Rehabilitation Teacher 1 will be restricted to steps 1 through 7 and shall proceed to step 8 only upon attainment of the experience and training requirements of the Rehabilitation Teacher 2 job specification.

(3) Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Ten Month Teacher Pay Plan. Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Bachelors degree schedule of the Teacher Pay Plan.

(4) Employees in the classification of Correctional Recreation Supervisor shall be eligible to be compensated on the Masters degree or Sixth year schedules of the teacher pay plan. Employees who have the specified level of educational achievement in job-related coursework shall be placed on the higher schedule as of the effective date of their next annual increment as described in subsection (b) above.

(5) Employees in the classification of Vocational Instructor shall be compensated on the Bachelors degree schedule of the Teacher Pay Plan in accordance with their work schedules (i.e. Ten Month Pay Plan or Twelve Month Pay Plan). Employees in the classification of Vocational Instructor shall be eligible to be compensated on the Masters degree or Sixth year schedules of the teacher pay plan. Employees who have the specified level of educational achievement in job-related coursework shall be placed on the higher schedule as of the effective date of their next annual increment as described in subsection (b) above.

(6) **Twelve Month Bonus.** State School Teachers (12 month) and Pupil Services Specialists (12 month) who were employed as of July 1st and remained employed through October 1st shall receive a lump sum payment of five hundred ($500) dollars, Correction Department Vocational Instructors (12 month) shall also be eligible for the lump sum payment under the above conditions. Effective July 1, 2022, this lump sum payment shall be increased to seven hundred fifty ($750) dollars. Effective July 1, 2023, this lump sum payment shall be increased to one thousand ($1,000) dollars.

Section Five. Supervisor Pay Plan. (a) Employees who become eligible for advancement on the pay plan due to achievement of a sixth (6th) year certificate in an appropriate area of certification shall be advanced on the effective date of their next annual increment. Such employees shall be advanced two steps after receiving their annual increment. In the event an employee does not receive an annual increment, he/she shall be advanced two steps on their annual increment date.

(b) For purposes of determining the step placement on the Supervisor pay plan for employees promoted from ten month positions, the employee's annual salary will be converted to the equivalent twelve (12) month rate prior to calculating the promotional increase.

Section Six. Vocational Rehabilitation Supervisors and Vocational Rehabilitation Senior Counselors shall have an eighth step, which will be one (1) percent above the seventh step, added to their respective salary groups.

The Vocational Rehabilitation Assistant Counselor (Blind) classification will have the same pay grade as the Vocational Rehabilitation Assistant Counselor classification. The Vocational Rehabilitation Counselor (Blind) classification will have the same pay grade as the Vocational Rehabilitation Senior Counselor classification. The Vocational Rehabilitation Counseling Coordinator classification will be two salary groups higher than the Vocational Rehabilitation Senior Counselor classification The Vocational Rehabilitation Supervisor (Blind) classification will have the same pay grade as the Vocational Rehabilitation Supervisor classification.

Section Seven. Effective July 9, 2004, the daily pay rate for Substitute Teachers shall be ninety dollars ($90)

and the daily pay rate for Substitute instructors shall be eighty dollars ($80).

Effective thereafter, the daily pay rates for Substitute Teachers and Substitute Instructors shall be increased by the same percentage as any subsequent general wage increase in the P-3B bargaining unit.

Section Eight. (a) Annual Increments (Step Plans) ~~Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, there will be no annual increment payments made for contract years 2016-2017 and 2017-2018.~~

~~Effective July 1, 2018, P-3B 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-3B bargaining unit employees shall receive annual increments.~~

~~Effective July 1, 2020, P-3B bargaining unit employees shall receive annual increments.~~

i. Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit.

ii. For contract year 2022-2023, employees will continue to be eligible for annual increments in accordance with exiting practice.

iii. For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with exiting practice.

(b) Annual Increments (Range Plans)

i. Retroactive to the pay period that includes January 1, 2022 and upon legislative approval, bargaining unit members on range plans shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range.

ii. Effective with the pay period that includes January 1, 2023, bargaining unit members on range plans shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range.

iii. Effective with the pay period that includes January 1, 2024, bargaining unit members on range plans shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2023-2024, but not to exceed the maximum of the salary range.

(b) 4th Year Wage Reopener (FY25) – GWI AND AI:
Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 19 (Compensation), Section 1(b), (General Wage Increase) and Section 8(a), (Annual Increment – step plans and range plans) only. All other provisions shall remain in full force and effect.

Section Nine.

(a) Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreements, except as provided otherwise in this agreement. The longevity schedule in effect on June 30, 1993 shall remain unchanged in dollar amounts for the life of this Agreement and is contained in the Appendix.

An employee's total length of state service including war service shall be utilized to determine longevity eligibility.

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.

The following longevity schedule for the duration of the contract shall apply:

(i) July 1, 2016 – June 30, 2017 longevity shall be paid on time.

(ii) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.

(iii) July 1, 2018 – June 30, 2019, longevity shall be paid on time.

(iv) July 1, 2019 – June 30, 2020 longevity shall be paid on time.

(v) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

Section Ten. For purposes of equating the extended pay plans to the standard schedule in order to calculate longevity amounts or for other personnel reasons, the following shall apply:

Instructor schedule:
Steps 1 through 3, Salary Group 18
Steps 4 through 10, Salary Group 19 Steps 11 and above, Salary Group 20

Teacher Schedule:
Step 1, Salary Group 16
Steps 2 through 5, Salary Group 18
Steps 6 through 9, Salary Group 23 Steps 10 and above, Salary Group 27

Supervisor Schedule:
Steps 1 through 6, Salary Group 28 Steps 7 and above, Salary Group 33

Section Eleven. Recovery of Overpayments. When the employer determines that an employee has been overpaid, it shall notify the employee of the amount of and the reasons for the overpayment. The recovery of such overpayment shall be made over the same period of time in which the employee was overpaid unless the employer and employee agree to some other arrangement. The employer will 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 recovery procedure until the appeal is resolved through the grievance procedure.

Section Twelve. During the term of this Agreement if the State wishes to provide additional compensation to certain classifications or for certain assignments for purposes of recruitment and/or retention, the State and the Union will meet and negotiate the proposed increase. If, after thirty (30) days of negotiations, no agreement has been reached, either party may initiate interest arbitration.

Section Thirteen. Shift and Weekend Differential.

(a) Eligibility for shift differential payments is tied to the shift, not the employees' work schedule. Eligible employees, as specified below, who work a shift where the majority of hours falls after 2:00 p.m. and before 6:00 a.m. shall be entitled to a shift differential. Payment shall be made for all hours worked during the eligible shift. Employees who are regularly assigned to shifts beginning on or after 2:00 p.m. shall be entitled to night shift differential payments. Payment shall be made whether employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment will be made for all hours worked during the

eligible shift. Shift differential shall not be paid for work which is not part of an established shift, e.g. overtime work which falls between 2:00 p.m. and 6:00 a.m. or which extends the employee's work day more than ten
(10) hours. Shift differential shall be included in pay for vacation, holiday, sick leave and personal leave, but not in pay for compensatory time taken in lieu of overtime payment.

(b) For purposes of this agreement a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night. Weekend differential shall be paid for working a full shift with majority of shift hours falling on the weekend. Weekend differential shall be paid only for employees working at seven (7) day operations and only for hours worked and not for leave time.

(c) Developmental Services Adult Services Instructors, State School Teachers, Correctional Recreation Supervisors and Correctional Department Vocational Instructors are eligible for shift and weekend differentials.

(d) The shift differential shall be sixty-five cents ($.65) per hour and the weekend differential shall be forty cents ($.40) per hour.

Effective June 23, 2006, the shift differential shall be seventy-five cents ($.75) per hour and the weekend differential shall be fifty cents ($.50) per hour.

Effective July 6, 2007, the shift differential shall be eighty-five cents ($.85) per hour and the weekend differential shall be sixty cents ($.60) per hour.

Effective July 4, 2008, the weekend differential shall be seventy-five cents ($.75) per hour.

Section Fourteen. Effective October 1, 1994, Emergency Medical Technicians who are regularly assigned E.M.T. duties shall receive a stipend of $400 on or about October 1 of each contract year.

Effective October 1, 2008, the EMT stipend shall be four hundred seventy-five dollars ($475).

Section Fifteen. Effective July 1, 2002, an additional step will be added to all P-3B pay plans. The additional step shall be three percent (3%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-3B pay plans. The additional step shall be three (3%) above the preceding step.

Classifications that are upgraded by a specific provision of the 2001-2005 collective bargaining agreement shall not have additional steps added to their pay plan as described above, provided however, the exclusion from the additional steps in this sections shall not apply to any upgrading of the Vocational Rehabilitation (Blind) series implemented to achieve parity with the Vocational Rehabilitation series.

Notwithstanding any other provision to the contrary, all employees who are eligible for annual increment by virtue of a satisfactory annual service rating and who are at the maximum pay for their pay plan shall be eligible for the additional step movements, e.g. Education Consultants for the Blind, Rehabilitation Teacher 1 and Rehabilitation Teacher 2, and Developmental Services Education Supervisor and State School Department Head.

Section Sixteen. Effective October 1, 2022, employees in the classification of Pupil Services Specialist who have obtained a School Psychologist (#070) certification consistent with the special services endorsements maintained by the State Department of Education shall receive a

four thousand ($4,000) dollar stipend on or about October 1 of each contract year.

FOR THE UNION (P-3B)

Date 3.15.22

FOR THE STATE:

3.15.2022

Date

TENTATIVE AGREEMENT-P3B

ARTICLE 22 – TRAINING

Section One. The State recognizes its responsibility to provide relevant training for each new employee and to continue on-the-job training which will enhance employee performance by keeping them abreast of advancements in their respective fields of work.

Section Two. The State shall cooperate in disseminating information about career programs at State higher education institutions and other training programs and will encourage employees to participate.

Section Three. The State will make periodic reviews of in-service training programs in order to update and/or add courses or programs. The Union and/or employee(s) may submit written recommendations concerning such.

When the State acquires new technically advanced equipment or systems, employees who will be required to operate such shall receive training in its operation.

Section Four. Management retains the right to determine the need for ~~training needs~~, programs, procedures, drills and simulations and to select employees for ~~such activities~~training. Wherever practicable and consistent with training and operational needs, management will select employees for training and/or activities in a manner intended to allow for participation by all employees.

Section Five. (a) To the extent provided by C.G.S. Sec. 10-145b(l)(1), each school district shall determine the professional development activities to be made available with the advice and assistance of the teachers employed by the school district, including Union-designated representatives. Employees shall be eligible to volunteer for training, instructional and related ~~and volunteer~~ opportunities within the Department of Correction. Any denial based upon operating needs within P-3B positions shall be based upon an objective assessment of the needs of the department.

(b) The Department of Correction will continue to offer CEU's to the employees in the classification of Correctional Recreation Supervisor who hold a Professional Educator Certificate in accordance with current practice.

(c) In the Department of Developmental Services, the Unified School District shall offer the opportunity, on a space-available basis, for State School Teachers in the Adult Day Services program to attend the District's CEU activities. The USD's staff shall have first priority for attendance at any such activity. Two weeks prior to the training, available spaces in the training program shall be offered to adult teachers in chronological order, based on the date on which their applications were received in the USD central office.

Those adult teachers who cannot be offered space in the training will have their names maintained in chronological order and will be offered the first opportunity, after USD staff, for the next CEU training program if they submit an application for that training program.

The USD will provide notice of its CEU activities to a designated manager or supervisor and one union- designated steward in each region and at Southbury Training School. Teachers interested in attending these CEU training programs must request release time to attend these trainings through normal procedures. Because of the importance of maintaining certification, reasonable efforts shall be made to provide alternative coverage where program or client needs arise that could otherwise preclude a Teacher from attending CEU activities.

Section Six. The State shall provide and continue to provide all current staff and new employees who have direct contact with or who may be assigned to have direct contact with clients/patients/students with assaultive and/or aggressive behaviors with approximately twenty-one (21) hours of initial training in the prevention and management of assaultive and aggressive behaviors. All training shall be conducted consistent with the principle of the least intrusive appropriate intervention and the safety of clients/patients/students and staff. Thereafter, each employee shall receive an annual five (5) hour refresher course. Attendance at such training will be considered work time.

The State and the Union may meet and agree to other training programs which serve the purposes described above.

For the State:

Date: 3.14.2022

For the Union:

Date: 2.23.22

TENTATIVE AGREEMENT – P3B

ARTICLE 23 – PROFESSIONAL LEAVE

All bargaining unit employees shall be granted two (2) professional leave days per contract year, for the purpose of attending conferences and/or workshops or other activity of an educational nature related to their area of expertise. Notwithstanding the amount specified in the prior sentence, DORS employees shall be granted three

(3) days per year for this purpose and DOC employees approved to attend the Correctional Education Association conference shall be granted three (3) days in that year for that conference.

Effective July 1, 2022, all bargaining unit employees shall be granted one additional day for a total of three (3) professional leave days per contract year.

In no event shall such time be deemed to accrue from year to year or be the basis for compensation on termination of employment. Every effort must be made to request such leave at least two (2) weeks in advance. Such leave is subject to approval of the appointing authority, but will not be unreasonably denied.

FOR THE STATE

3-14-2022
Date

FOR THE P3B UNION

Date 3.12.22

TENTATIVE AGREEMENT-P-3B

ARTICLE 24 - TUITION REIMBURSEMENT

Section One. (a) Any employee who has completed six (6) months of service and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of nine (9) credits or the equivalent per year. Effective July 1, 2022, the maximum credit limit shall increase to eighteen (18) credits or the equivalent per year.

(b) There shall be ~~seventy-five thousand ($75,000) dollars appropriated in each year of the contract for the purpose of tuition reimbursement. Effective 7/1/19, that amount shall be ninety thousand dollars ($90,000), effective 7/1/20,~~ ninety-five thousand dollars ($95,000) appropriated for tuition reimbursement in each year of the contract. Funds which are unexpended in one fiscal year shall carry over into the next fiscal year and will not expire on expiration of this Agreement. The previous sentence, notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with the remaining available funds, up to three (3) months following expiration of this Agreement.

Section Two. An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the Start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

(a) For credit courses at accredited institutions of higher education, including distance learning courses offered by such institutions, one hundred (100) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum seventy-five percent (75%) of the per credit rate, including fees, for undergraduate and graduate courses at the University of Connecticut at Storrs.

(b) Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions shall be subject to prior approval by the Commissioner of Administrative Services or designee.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of non-credit classroom time will be considered the equivalent of one credit.

Section Three. ~~As the FY 2016-17 year has or will shortly pass, the funds shall receive any amount needed to pay off obligations for that fiscal year without reducing the funds available in the subsequent fiscal year.~~ Unexpended funds shall roll over 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.

For the State:

3.9.2022
Date

For the Union (P3B):

Date 3.9.22

TENTATIVE AGREEMENT

ARTICLE 25 - PROFESSIONAL CONFERENCE AND WORKSHOP FUND

Section One. The State shall appropriate $40,000 in each year of the contract for a Professional Conference and Workshop Fund to be used for defraying expenses including those incurred for attendance by permanent employees at professional seminars, workshops, or conferences whether attended in person or virtually. Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the Professional Conference and Workshop Fund will expire on expiration of this Agreement. The previous sentence notwithstanding, application for funds which are submitted and approved within the final six (6) months may be paid, with the remaining available funds, up to three (3) months following expiration of this Agreement. A joint committee shall administer the fund and shall be comprised of two (2) representatives from both the State and the Union.

Section Two. 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.

Section Three. Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance. Approval by the appointing authority will not be unreasonably denied. A pattern of unreasonable denial of any employee's request may be appealable to the Undersecretary for the Office of Labor Relations. Upon approval by the Committee, the Agency Head shall forward the request to the Comptroller at least two (2) weeks in advance of the date of attendance. A request to use this fund for job related professional licensure shall be considered, however only one job related license/certification reimbursement shall be granted per year per employee.

Section Four. Each eligible employee shall be entitled to a maximum of $1,000~~750~~ reimbursement per contract year toward the cost of fees, travel, food and/or lodging related to attendance at such events. An employee may use the fund once in a two year period for an expenditure in excess of $1,000~~750~~ but not greater than $2,000~~1500~~. Use of the fund for expenditures of less than $1,000~~750~~ will not entitle the employee to use the fund for an additional expenditure in excess of $1,000~~750~~ in any two-year period (no carry over credit). Reimbursement shall be consistent with standard state travel regulations.

Section Five. Employees who attend training herein will also continue to receive regular pay and benefits. This shall be accomplished by the use of the employee's professional leave days provided in Article 23. The agency may, however, in its discretion, grant permission for attendance at a seminar, conference or workshop which requires additional days if justified by the circumstances.

Section Six. The parties may allocate monies from this fund, by mutual agreement, for programs to address the legislatively mandated recertification requirements.

For the State:

Date: 3-14-2022

For the Union:

Date: 2.17.2022

TENTATIVE AGREEMENT – P3B

ARTICLE 40 - SICK LEAVE

Section One. Each full-time eligible employee shall accrue one and one-quarter (1-1/4) days sick leave per completed calendar month of continuous service in accordance with existing practice.

Section Two. Eligible employees shall have unlimited year-to-year accrual of sick leave.

Section Three. Employees may use sick leave:

(a) When incapacitated for duty.

(b) For medical, dental, or eye examinations, or treatments, for which arrangements cannot be made outside of working hours.

(c) In the event of death in the immediate family, when as many as three (3) working days leave with pay may be used for those eligible for vacation, and five (5) days for those who are not. Immediate family means spouse, parent, siblings, children, and also any relative who is domiciled in the employee's household.

(d) In the event of illness or injury of a member of the immediate family who requires the attendance of the employee, provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor.

(e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than three (3) days of sick leave per calendar year shall be taken

therefor. For employees who work a school calendar schedule and are not eligible for vacation, the maximum granting of sick leave per calendar year for this reason shall be four (4) days for ten month employees and five (5) days for twelve month employees.

Section Four. (a) It is recognized that abuse and/or excessive use of sick leave benefits places a hardship on the employer and employees alike, and that abuse of sick leave benefits is of mutual concern to both the State and the Union.

(b) In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the employer shall consider all of the following factors, but is not limited to such factors:

(1) The number of days taken, together with the number of occurrences.
(2) Patterns of usage.
(3) The employee's past record.
(4) Reasons for usage.
(5) Extenuating circumstances.

(c) Prior to taking steps to restrict an employee's use of sick leave, the employer shall first counsel the employee and send a notice of such counseling to the official personnel file and the employee involved. Such notice shall be considered a warning.

(d) Prior to the implementation of a required medical certificate, the employer shall notify the employee in writing of the medical certificate requirement, stating the effective date of such requirement.

(e) A warning or a medical certificate requirement shall be subject to review not later than six (6) months from date of issuance, in accordance with Section Four
(b) above as the basis of such review.

(f) For the purpose of preparing service ratings, the use of the number of sick time incidents shall not be the sole determining factor, and each case shall be considered on an individual basis.

(g) Employees will be required to present acceptable medical certification for the following reasons:

(1) Any period of absence of thirty-five or more consecutive working hours.
(2) To support request for sick leave of any duration during vacation.
(3) Leave of any duration if absence from duty recurs frequently or habitually as provided under Section Four (b) - (d).
(4) Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

Section Five. Upon the death of an employee who has completed more than ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) 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 payment equivalent to sixty (60) days pay. The provisions of this Section shall take effect July 1, 1980.

Section Six. Payment for unused sick leave days upon retirement shall be in accordance with existing practice. Upon retirement, all employees in the bargaining unit, covered under the Teachers' Retirement System and Alternate 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 as provided for under Public Act 87-467.

For purposes of calculating the employee's daily rate when determining the a mount of payment upon retirement for the appropriate amount of the employee's accrued sick leave, the daily rate for a State School Teacher (Ten Month) or other classifications which work a ten month school calendar shall be calculated based upon one day being equal to one and two hundred seventeenths (1/217ths) of the employee's annual salary.

Section Seven. No sick leave shall accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five working days.

Section Eight. Sick Leave Bank. (a) There shall be an Emergency Sick Leave Bank to be used by permanent employees. The agency will send a copy of the employee application to the Union at the same time that the application is submitted to the Office of Labor Relations.

(b) To be eligible to use sick leave bank benefits the employee must:

1. have been employed by the State for two (2) or more years
2. have exhausted all sick leave and personal leave
3. have exhausted vacation leave in excess of forty-five (45) days
4. have exhausted any other compensatory time
5. have an injury or illness which is not covered by Workers' Compensation
6. have an acceptable medical certificate supporting continued absence on file and
7. have not been disciplined for sick leave abuse during the two (2) year period preceding application; provided, however, the committee may waive this requirement.

(c) The benefit amount shall be paid at a rate of one- half (1/2) day for each day of illness or injury. Payments shall begin on the ~~sixteenth~~ (16th) work day after exhaustion of leave and/or Workers' Compensation as referenced in item 2 above. An employee may draw from the bank only once per contract year and a maximum of 200 one-half (1/2) days or 100 three-quarters (3/4) days. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit. The employing Agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day, he/she will be entitled to an equivalent position pursuant to the provisions of CGS Sec. 5-248a provided he/she returns to work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.

(d) The fund shall be established by donations from each P-3B unit employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. Contributions will only be required from those P-3B unit employees who have two (2) or more years of service. Those employees who have less than two (2) years of State service will be required to contribute to the bank when they obtain two (2) years of service. If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.

(e) The fund shall be administered by a two person committee. The two persons shall be appointed for the term of the contract: one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee, the respective party (Union or State) shall make a replacement appointment. The committee will be authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance/arbitration process.

(f) This Section supersedes Regulations 5-247-5 and 5-247-6.

Section Nine. 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.

For the State:

3-14-2022
Date

For the Union:

2.23.22
Date

TENTATIVE AGREEMENT – P-3B

ARTICLE 45 - 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 State and SEBAC parties.

For the State:

Date: 3-14-2022

For the Union:

Date: 2.17.22

TENTATIVE AGREEMENT – P3B

ARTICLE 50 - TEMPORARY SERVICE IN A HIGHER CLASS

Section One. 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 work, at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or designee. Assignments requiring the refill or establishment of a position also are subject to the approval of the Secretary of the Office of Policy and Management (or designee).

Section Two. Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty (30) working days.

Section Three. 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 seeking approval of the assignment from the Commissioner of Administrative Services or designee in writing.

Section Four. If on or after the thirty-first consecutive working day of such service, the Commissioner of Administrative Services or designee has not approved the assignment, the employee, upon request, shall be reassigned to his/her former position, subject to the provisions of Section Five.

Section Five. In the event the Commissioner of Administrative Services or designee 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 shall continue working as assigned with recourse under the appeal procedure for job classifications. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

Section Six. Temporary assignments to a higher class for periods of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.

For the State:

3.14.2022
Date:

For the Union:

Date: 2.23.22

Tentative Agreement – P-3B

ARTICLE 52 - METHOD OF SALARY PAYMENT

Section One. Advanced Vacation Pay. Upon written request to the Agency, no later than four (4) 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's vacation period. Such advances shall be for a period of not less than one (1) pay week nor more than the total amount of requested vacation.

Section Two. ~~In all other respects, the method of salary payment on June 30, 1997 shall continue in force.~~ All employees are encouraged to participate in direct deposit of their paychecks.

For the State:

3.14.2022
Date:

For the Union:

Date: 2.17.22

TENTATIVE AGREEMENT – P3B

ARTICLE 55—MISCELLANEOUS

Section One. Printing of Agreement. Electronic copies of this Agreement shall be made available to employees and management personnel. To the extent necessary, tThe parties will share the cost of printing the Agreement in booklet form. If management requests one or more copies of printed booklets printed by the Union, it shall reimburse the Union for the full cost thereof.

Section Two. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to: (a) eligibility for meals or reimbursement therefor; (b) sick leave, personal leave, or other paid or unpaid leave of absence.

Section Three. Uniforms and Equipment. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

Section Four. Blue Book. 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 also all applicable General Letters and Q.-Items.

Section Five. Hazardous Duty. The Union, and not any individual employee, shall be granted upon request a hearing concerning a claim for hazardous duty pay differential for work hazards which may be beyond the scope of duties inherent in the job. Said hearing shall be before a panel composed of one (1) personnel analyst and one (1) agency personnel administrator or officer, both of whom shall be selected by the ~~Director~~Undersecretary of the Office of Labor Relations, and one (1) designee of the Union. Disputes under this Section shall, not be subject to the grievance and arbitration provisions of this Agreement.

Section Six. State Examinations. Employees shall be allowed time off with pay and without loss of earned leave time for the purpose of taking State merit system examinations at the appropriate center, provided due notice is given to the appointing authority. Time off with pay shall also be allowed when an employee is scheduled for a job interview as a result of being certified from a merit system list to another agency, provided due notice is given to the appointing authority.

Section Seven. Damage to Personal Property. The employer will process as expeditiously as possible claims for the payment of the cost of replacement or repair of property or prosthesis of an employee when such items are lost or damaged in the line of duty without fault of the employee.

Section Eight. Meals and Housing. (a) Meals. The rates charged to employees for meals shall be as follows:

Breakfast	$ 3.00
Lunch	$ 5.00
Dinner	$ 5.00

The State expressly reserves the right to provide or not provide meals to any employee who is not in "loco parentis" status and to terminate such services with sixty (60) days notice.

(b) Housing. The State shall have the right to establish rental rates for employees in State-owned housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties.

The rental values established by the State for employee housing shall not be subject to the grievance or arbitration procedure.

The State expressly reserves the right to provide or not provide State-owned housing to any employee, including the selection among applicants and the termination of occupancy in accordance with the Regulation on Assignment and Termination of State Housing as they may be amended from time to time.

The Employer shall not remove an employee from housing or refuse to consider an application for housing as a form of discipline for matters unrelated to housing, but this provision shall not restrict the Employer's right to remove from housing an employee whose employment is terminated.

Section Nine. Parking will be provided to employees within the limits imposed by available physical space. The responsibility for regulating parking of private vehicles on State-owned or leased property shall be the sole responsibility of the Employer. The issues involved in the Clean Air Act will be resolved as part of coalition negotiations, as required by statute.

Section Ten. DOC Employee Drug Testing/ Screening. (a) ~~Effective within six months of Legislative approval of this Agreement there shall be a drug testing/screening program for Department of Correction P-3B employees. The program to be implemented shall approximate the DOC Drug Testing Policy that was effective December 1, 1997. Discussions with the Union shall take place within the six month period to review and discuss possible modifications to said policy.~~

An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, Warden, or designee. Such drug testing shall be administered by a qualified physician of the Department's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Department.

(b) Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

(c) Termination of the employee will result if he/she refuses to participate in or to complete such program.

(d) Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to drug

screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. The employee may also be subject to up to 2 random, unannounced drug screens for a reasonable period of time not to exceed six months, to be determined in consultation with the individual(s) involved with the employee in the rehabilitation program. Any employee refusing to be administered a drug test during this two year period when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated. The employee will not be screened for marijuana use if he or she has been legally prescribed marijuana under state law and the member has presented evidence thereof in a timely fashion.

~~SIDE LETTER – ARTICLE 55, SECTION ONE~~

~~For printing of the current contract booklet, the parties agree to the following:~~

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

For the State:

3-14-2022
Date:

For the Union:

Date: 2.23.22

TENTATIVE AGREEMENT- P-3B

ARTICLE 56 - 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 Section 5-278 of the Connecticut General Statutes, or as otherwise provided by said Section. The State employer shall request approval as provided in Section 5-278 of the Connecticut General Statutes. If the legislature rejects such request as a whole, the parties shall ~~return to the bargaining table~~proceed in accordance with SERA~~return to the bargaining table~~.

For the State:

Date: 3.14.2022

For the Union:

Date: 2.17.22

TENTATIVE AGREEMENT – P3B

ARTICLE 59
QUALITY OF WORKLIFE

There shall be a Quality of Worklife Fund. The purpose of the fund shall be to establish arid support programs which will improve the work environment, skills and morale of employees, such as day care, safety, training, absenteeism, impact of deinstitutionalization and other mutually agreed upon projects. A statewide committee composed of a CSEA representative, a State representative and four members each of labor and management shall meet, discuss and act upon proposals. The CSEA representative and the State representative shall function as the spokesperson for their committee members and shall articulate their party's view of the proposal, whether approval, disapproval or a need for further information.

The parties may, by mutual agreement, allocate money from the fund for the services of a facilitator to assist the committee in its functions.

Proposals receiving approval by the committee shall be forwarded to the Department of Administrative Services for disbursement in accordance with its procedures.

Time off for attendance by the four P-3B members at committee meetings will be without loss of pay or benefits provided such attendance does not exceed one (1) meeting every other month. Release time will also be authorized for one P-3B employee from the agency or facility that is submitting a proposal at the committee meeting.

There shall be sixty thousand dollars ($60,000) appropriated in each year of the contract for the Quality of Worklife fund.

Funds which are not used in one contract year shall be carried forward into the next contract year and added to that year's allocation, provided, however, that the quality of work life fund will expire on expiration of this agreement. The previous sentence notwithstanding, application for funds which are submitted and approved within the final six (6) months may be paid, with the remaining available funds, up to three (3) months following expiration of this agreement.

The Union may request of the State to transfer uncommitted money from the Quality of Worklife Fund provided under this Article to supplement Article 24 Funds (Tuition Reimbursement) or article 25 Funds (Professional Conference and Conference and Workshop) during the term of this Agreement. Such request shall be discussed, and shall not be unreasonably denied. The parties shall notify the Department of Administrative Services and the Office of the State Comptroller that they have discussed and agreed upon an amount that shall be transferred to either the Tuition Reimbursement Fund or the Professional Conference and Workshop Fund.

For the State:

3-14-2022
Date

For the Union (P3B):

Date 3.14.22

TENTATIVE AGREEMENT – P3B

ARTICLE 60 – DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2021~~16~~ and shall expire June 30, 2025~~1~~.

In accordance with Connecticut General Statutes, either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable.

For the State

3.14.2022

Date

For the P3B Union

Date 3.13.22

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

REGARDING THE RESOLUTION OF GRIEVANCES
(To replace the protocol -- Appendix E)

The State and the Union agree that it is in the parties' mutual interests to address and resolve grievances as expeditiously as possible. The undersigned parties agree, therefore, as follows:

1. A committee shall be empaneled consisting of a Union Representative, a Representative from the Office of Labor Relations, and an Agency Representative whose pending cases are subject to Committee review and discussion.
2. The State and the Union shall develop a list of not less than five (5) grievances one week before the meeting that the parties intend to review and discuss.
3. Said Committee shall meet at least twice quarterly to review and make recommendations regarding the disposition of the grievances pending currently at the arbitration step of the grievance process. The parties will meet in December of each year to set expected dates for such meetings. By mutual agreement, the parties may hold additional meetings to address a grievance backlog.
4. The Union, OLR, and Agency Representative must possess the authority to act upon said pending cases during the meeting. Only those persons necessary for bringing the matter to resolution need to attend.
5. It is understood and agreed that any resolution of said grievances must be immediately reduced to writing when possible and executed by the State and the Union using an agreed upon form. Otherwise, grievances shall be scheduled for arbitration in the order in which arbitration is demanded except that cases that involve overpayments or that pose an ongoing monetary liability to the State will have scheduling priority by order of filing. Notwithstanding, either ~~party may choose up to five (5) matters per year to be given prime or expedited priority.~~ In addition, any grievance involving the separation of a bargaining unit member shall automatically be given prime or expedited priority.
6. No grievance shall be ripe for Committee review unless and until either (1) it has been heard and answered at Step 2 of the grievance procedure; (2) it has been filed at Step 2 and the time for response has passed without agreed upon extension; or (3) it is a grievance which may be filed directly to step (3).
7. The following shall apply for grievances involving discipline at the level of dismissal, demotion, or suspension in excess of ten (10) working days: These grievances shall be filed directly to the Office of Labor Relations (Central) consistent with the time requirements of Article 14, Section Five. Within thirty (30) days of receipt of the grievance, a representative of the Office of Labor Relations (Central) and a representative of the Union shall convene a conference with the relevant parties (Grievant, Agency Labor Relations Staff, and other Agency Representative, as appropriate) for the purpose of exchanging relevant documents, and

gathering other information, including via mutual questioning by the parties in attendance. If the grievance is not resolved as a result of discussions at the conference, the OLR Representative will issue a written response within fifteen (15) days of the conference. A grievance that adheres to the procedure outlined in this paragraph will be considered ripe for Committee review.

8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.
9. No matters that are otherwise deemed non-grievable or non-arbitrable are subject to committee review.
10. All conferences and committee meetings convened pursuant to this MOU shall be closed to the public unless the parties mutually agree otherwise.

FOR THE STATE:

3.14.2022

Date

FOR THE UNION:

Date 3.14.22

TENTATIVE AGREEMENT P3B

NEW MOU – Re: Article 18, Section 5

Pilot for Teacher Prep Time at Manson Youth

Within sixty (60) days following legislative ratification, the parties agree to meet to develop parameters for a pilot program at Mason Youth Institute (MYI) within the Department of Correction for the purpose of affording teachers additional preparation time of one hundred seventy-five (175) minutes per week. The pilot will commence as soon as practicable but not later than July 1, 2022. In addition, the parties will discuss ways to afford teachers additional prep time within the existing schedule. The pilot will be reduced to writing and contain language such that either party can initiate discussions to discontinue the pilot prior to its expiration by providing sixty (60) days advance notice to the other party.

This pilot will sunset upon expiration of the collective bargaining agreement or any applicable extension agreement, whichever is later. If the current contract expires without an extension agreement, the pilot shall sunset upon the entry of a new agreement, unless continued by mutual agreement or an arbitrator's award.

Notwithstanding the foregoing, if and when underage students cease attending class at MYI this pilot will no longer be necessary and shall cease immediately with a minimum of two weeks' notice. At the time the pilot concludes, prep time will revert to the standard prescribed by the collective bargaining agreement.

For the State **For the Union**

3.14.2022 3.11.22

Date **Date**

TENTATIVE AGREEMENT – P3B

MOU RE: ARTICLE 33 - SCHOOL CALENDARS

Within the Department of Children and Families, the parties shall develop a pilot program surrounding the provision of two (2) paid floater days during the school years covering the periods of 2022-2023, 2023-2024 and 2024-2025. The pilot program shall be reduced to writing and contain the parameters that there will not be more than three (3) teachers out on the same requested floater day; that teachers must submit requests to use the day(s) a minimum of five business days in advance; that such time shall not be deemed to accrue from year to year or be the basis for compensation on termination of employment; and that such leave is subject to approval of the appointing authority but will not be unreasonably denied. The parties may develop other parameters as mutually agreed and consistent with operational needs.

The pilot shall sunset automatically upon expiration of the current contract on June 30, 2025 or any applicable extension agreement, whichever is later. If the current contract expires without an extension agreement, the pilot shall sunset upon the entry of a new agreement, unless continued by mutual agreement or an arbitrator's award.

FOR THE STATE	FOR THE P3B UNION
3-14-2022	
Date	Date 3.11.22

TENTATIVE AGREEMENT- P-3B

Memorandum of Understanding
Extension of Work Week for P-3B Members from 35-Hour Schedules to 37.5-Hour Schedules or 40-Hour Schedules

1. The Employer and the Union, through negotiations, may agree in writing to establish a thirty-seven and one-half (37.5) or forty (40) hour workweek. Either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to the grievance or arbitration procedure. Thirty-seven and one-half (37.5) or Forty (40) hour workweeks shall not be established unilaterally. A thirty-seven and one-half (37.5) or forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, either as outlined above, or through offering to the Union the opportunity to discuss upgrading work hours as an alternative to filling a position.

2. 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 thirty-seven and one-half (37.5) or forty (40) hour schedule, 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. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined above.

3. Voluntary straight time payment up to 40 hours.
    a. Effective 7/1/2022, employees who are currently scheduled for 35 hours may volunteer to be assigned work up to 40 hours and receive straight time overtime pay.
    b. Agencies will permit such assignments within current budgetary appropriations, within the requirements of restricted funds, and consistent with agency operating needs.
    c. Once an employee who would otherwise receive compensatory time rather that paid time has been offered, and has accepted, a schedule of at least 37.5-hours schedule, the standard parameters for compensatory time per the collective bargaining agreement shall apply for hours worked in excess of 37.5.
    d. The Office of Labor Relations and the Union will schedule regular meetings with the Union to address any areas of concern, including disparate utilization of paid overtime.

4. Department of Developmental Services
    a. The Department of Developmental Services (DDS) has identified job classes and assignments for which they are prepared to move forward with 37.5-hour schedules; this assessment on the part of DDS has resulted in a pool of at least 70 current P-3B members who will be eligible to be offered 37.5-hour schedules.
    b. Upon ratification, DDS will begin the process of contacting staff in the pool identified above to determine who among those employees will accept 37.5-hour schedules. DDS is prepared to implement 37.5-hour schedules for any employee in that group who accepts such.
    c. The effective date of the 37.5-hour schedules shall be the pay period including July 1, 2022, provided the timing of ratification allows for such; otherwise, the extended schedules will take effect as soon as possible following ratification.
    d. In the event of unanticipated budgetary changes that place the movement of employees to 37.5 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

5. Department of Aging and Disability Services
   a. The parties have agreed they will meet and discuss the potential for extended scheduling. The initial meeting to commence these discussions will occur no later than May 15, 2022.
   b. The parties acknowledge that viability of implementing scheduling options in excess of thirty-five (35) hours will be contingent on several factors, including funding availability and funding restrictions. The Agency's decision will be final.
   c. The Agency has offered paid extended hours from 35 to 40 when funding is available and there is operational need; the Agency will continue to do so at its discretion.

For the State:

3-14-2022
Date:

For the Union:

Date: 3.11.22

TENTATIVE AGREEMENT

The parties recognize that certain issues related to the accretion of employees in Behavioral Health Clinical Supervisor positions, and in the slotting of recently accreted employees in the titles of State School Principal 1 and State School Principal 2 have not been able to be resolved in the current bargaining period, but that a large number have been resolved and should be implemented pursuant to the SEBAC guidelines. The following shall be an memorandum of agreement submitted as part of the overall P-3B tentative agreement:

(1) All matters specific to State School Principals are resolved except as set forth in paragraph 3, below.

(2) All terms of the P-3B contract shall apply to the titles of Behavioral Health Clinical Supervisor, State School Principal 1, and State School Principal 2, except as follows:

a. **Vacation Accrual:** All current employees in the titles identified above are presently assigned to the managerial pay plan and receive managerial vacation accrual benefits. Those who have accumulated more than four hundred eighty (480) hours or sixty (60) days of vacation time, as of the date of legislative approval of this Agreement, such number of days shall be the maximum accumulation, and payout upon separation, for these employees. Should their vacation accrual balance ever drop to the maximum rate per Article 39 Section 4 of the P- 3B Contract, their maximum vacation accrual shall be as prescribed by the P-3B Contract. Effective upon legislative approval, the rate of vacation accrual for the above titles shall be governed by Article 39 Section Two, which shall apply in its totality.

b. **Overtime/Compensatory Time:** In accordance with Article 18 Section 10 of the P-3B Contract, all employees in the titles identified above shall be classified as Exempt Employees. They are, therefore, eligible to accumulate Compensatory Time, on an hour for hour basis as prescribed by the Contract.

c. **Bumping:** Any bumping rights shall be determined within one year and in accordance with Article 37 of the P-3B Contract.

d. **Range Plan**: Subject to any changes made pursuant to paragraph 3 or 4, below, all of the above classifications shall remain on their existing range plans, but they shall be retitled "SSP" in lieu of "MP"

e. **Longevity:** Employees who were an incumbent of any of the above titles on April 1, 2013 and had their longevity payment amount rolled into their salary as a result, will not be eligible for longevity while maintaining any of the above the titles. Any employee in the titles above who did not have longevity rolled into their salary in 2013 and were employed by the State as of July 1, 2011, shall be eligible for longevity in the amount of $500 biannually.

f. **Other Terms and Conditions**: All economic items shall be effective upon legislative approval of this Agreement. Except as otherwise provided herein, the terms of the current P-3B Contract shall apply to all employees in the titles identified above.

(3) The parties shall meet no later than April 15, 2022 in an effort to resolve the following still open issues:

a. Slotting and related issues unique to School Principals

b. Slotting and related issues, and "on-call" issues unique to Behavioral Health Clinical Supervisors.

(4) If the parties are unable to resolve these issues in a manner timely enough for legislative submission in the 2022 session, they will be further negotiated, and if necessary arbitrated, pursuant to the statutory interest arbitration procedures.

FOR THE STATE:

Date: 3/11/22

FOR THE UNION:

Date: 3.11.22

TENTATIVE AGREEMENT P-3B

MEMORANDUM OF UNDERSTANDING
ON CALL/STANDBY FOR BEHAVIORAL HEALTH CLINICAL SUPERVISORS

The Parties have agreed to the following regarding employees in the classification of Behavioral Health Clinical Supervisor who are assigned by the employing agency to perform an On Call / Standby function:

1. Staff, who are assigned to be readily available to return to work or perform other work as required by the Agency's standby program, shall be paid $2.00 per hour and $4.00 per hour for holidays.

2. Staff who are on-call and who are called upon to perform the designated duties shall be compensated for such work as follows: (1) IN RESPONSE TO CONTACTS REQUIRING PERFORMANCE OF DESIGNATED DUTIES - the Employee shall not be paid for the first fifteen (15) minutes (per standby shift) of work in response to contacts which require the employee to perform the designated on-call / standby duties. If such work an employee is called upon to perform exceeds a total of fifteen (15) minutes, however, the Employee shall receive compensatory time to the nearest quarter (1/4) hour for all such work.

(C) CALLED BACK - Employees who are called back to the worksite shall be compensated as follows: Employees who have left work after the end of their scheduled work shift and who are called back to work by the Employer shall receive a minimum of four hours compensatory time.

For the State:

3-30-2022

Date

For the Union:

Date 3.30.22

TENTATIVE AGREEMENT P-3B

MEMORANDUM OF UNDERSTANDING
VACATION ACCRUAL ADJUSTMENT FOR BEHAVIORAL HEALTH CLINICAL SUPERVISORS

The Parties' partial agreement regarding matters involving the accretion of Behavioral Health Clinical Supervisors stated, in part, the following:

> *"Effective upon legislative approval, the rate of vacation accrual for the above titles shall be governed by Article 39 Section Two, which shall apply in its totality."*

The parties recognize that the agreed upon language could result in a decrease in the amount of vacation that certain individuals accrue. In a good faith effort to facilitate the transition and adjustment of persons in accreted titles to accrual rates per the collective bargaining agreement, the Parties agree as follows:

> For persons who, as a result of the partial agreement, see a decrease in the amount of vacation accrued from July 1, 2022 through June 30, 2023 the State will make a one-time award of compensatory time. The compensatory time will be awarded as of July 1, 2023, and shall be in the amount that represents the difference between what a member accrued at the rate per the collective bargaining agreement versus what the individual would have accrued had this change not occurred, from the period July 1, 2022 through June 30, 2023.

For the State:

3·30·2022

Date

For the Union:

Date 3.30.22

MEMORANDUM OF UDERSTANDING

CSEA P-3B and P-4 DAS Issues

During negotiations for the successor agreement to the Parties' July 1, 2016 through June 30, 2021 labor contract, the Union raised a variety of issues pertaining to job classifications, including career ladders, promotional opportunities, and experience and training requirements.

Given the broad responsibilities invested in the Department of Administrative Services for developing job classifications, experience and training criteria, and promotional policies, the Parties have agreed to convene a meeting no later than April 30, 2022, concerning DAS-related issues in the P-3B and P4 bargaining units. Attendees will include:

- Commissioner of DAS
- Commissioners (or designees, if necessary) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership
- Union Leadership
- Such others as any of those above deem helpful

The purpose of such a meeting will be to explore fully the matters set forth in Union bargaining proposals which were produced but put aside for this purpose in the most recent round of bargaining. Those proposal numbers were:

- P3-B, proposals 16, 37, & 46
- P-4, proposals 7, 45-48, & 69

At the meeting the participants will discuss the proposals, identify needs and interests of the agencies involved, assess potential courses of action and the impacts thereof, and develop a plan to address any matter where it is determined and agreed that action is warranted.

For the State:

3/11/22

Date

For the Union:

Date 3.11.22

SUPERSEDENCE APPENDIX

CONNECTICUT STATE EMPLOYEES ASSOCIATION
EDUCATION PROFESSIONS P3B
COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 9	C.G.S. § 5-260; C.G.S. § 5-280
Compensation, Special Lump Sum payments 7.1.21, and 7.1.22	Article 19, Sec. 1(a)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, General Wage Increases 7.1.21, 7.1.22 and 7.1.23	Article 19, Sec. 1(b)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, plan EC 25, equalize step adjustments for steps 8, 9 & 10 effective 7.1.22	Article 19, Sec. 2	C.G.S. § 5-208(a); § 5-200(k)
Compensation, move Pupil Service Specialists to 6th yr. compensation plan if possess 60 credit masters in speech and language pathology	Article 19, Section 4	C.G.S. § 5-208(a); § 5-200(k)
Compensation, 12 month bonus increase lump sum payment to $750 on 7.1.22 and to $1,000 on 7.1.23	Article 19, Section 4(c)(6)	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
Compensation, AIs, Step plans 7.1.21, 7.1.22 and 7.1.23	Article 19, Sec. 8 (a)	C.G.S. § 5-200(k) C.G.S. § 5-200(m) C.G.S. § 5-210
Compensation, AIs, Range plans 7.1.21, 7.1.22 and 7.1.23	Article 19, Sec. 8(b)	C.G.S. § 5-200(k) C.G.S. § 5-200(m) C.G.S. § 5-210
Compensation, longevity, on time in accordance with existing practice and SEBAC 2011 and 2017	Article 19, Sec. 9	C.G.S. § 5-213 Reg. 5-213-1
10.1.22, $4,000 annual stipend to Pupil Service Specialists with school psychologist certificate	Article 19, new Sec. 16	C.G.S. § 5-200(k) C.G.S. § 5-200(m)
1 additional day of paid professional leave (3 days total) for bargaining unit	Article 23	C.G.S. § 5-248
Sick leave bank, shorter waiting period	Article 40	C.G.S. § 5-248

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Quality of Work Life Funds - rollover between funds	Article 59	C.G.S. § 4-87
NEW MOU - DOC/MYI – pilot program that increases teacher prep time during the school day	New MOU	C.G.S. § 5-238, C.G.S. § 5-245 Reg. 5-238-1(a), 5-238-2 (a), (b), (c)
NEW MOU - DCF – pilot program adding two paid floater days to school calendar for DCF teachers	New MOU	C.G.S. § 5-250
NEW MOU – Extension of workweek from 35 to 37.5 or to 40 hours per week	New MOU	C.G.S. § 5-238, § 5-245 Reg. 5-238-1(a), 5-238-2 (a), (b), (c)
NEW MOU, compensatory time for overage of vacation accruals for accreted BHCSs	New MOU	C.G.S. § 5-245
NEW MOU, on call / standby pay for accreted BHCSs	New MOU	C.G.S. § 5-238, § 5-245 Reg. 5-238-1(a), 5-238-2 (a), (b), (c)
Accretion issues for the classifications of Behavioral Health Clinical Supervisors and State School Principals 1 & 2	Tentative Agreement	*See Separate Supersedence Appendix (attached)*

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

SUPERSEDENCE APPENDIX FOR ACCRETED CLASSIFICATION*
BEHAVIORAL HEALTH CLINICAL SUPERVISORS (formerly Managers)
At the DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES
AND
At the DEPARTMENT OF DEVELOPMENTAL SERVICES

CONNECTICUT STATE EMPLOYEES ASSOCIATION
EDUCATION PROFESSIONS P-3B

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Durational/Temporary Employees	Article 1, Sec. 3	C.G.S. § 5-196 (18), (19), (20), (25)
Working Test Period	Article 13	C.G.S. § 5-230 Reg. 5-230-1
Grievance Procedure	Article 16, Sec. 6, Appendix E	C.G.S. § 5-201, § 5-202, § 5-271(e) Reg. 5-201-10 through 5-201-16
Grievance meetings - closed	Article 16, Sec. 13	C.G.S. §1-200, et seq., 1-225
Hours of Work	Article 18, Sec. 10	C.G.S. § 5-238, § 5-245 Reg. 5-238-1; 5-238-2 (a),(c)
Longevity Payments	Article 19, Sec. 9	C.G.S.§5-213 Reg. 5-213-1
Tuition Reimbursement	Art. 24	C.G.S. § 4-89 Reg. 5-141c-8
Travel Reimbursement	Article 28	Reg. 5-141c-5
Transfers	Article 36, Sec. 4	C.G.S. § 5-239 Reg. 5-239-1
Sick Leave	Article 40, Sec. 3 (d)	Reg. 5-247-4(a)(2)
Sick Leave Bank	Article 40, Sec. 8	C.G.S. § 5-247
Pregnancy, Maternal and Parental Leave	Article 44	C.G.S. § 5-247, § 5-248a, § 5-248b Reg. 5-247-4(a), 5-248b-1, 3, 4, 5

Telecommuting	MOU	C.G.S. § 5-248i
Discipline	Article 15	C.G.S. § 5-240 Reg. 5-240-3a, 5-240-5a, 5-240-7a, 5-240-8a
Advance Vacation Pay	Article 52, Sec. I	C.G.S. § 5-250 Reg. 5-250-1 through 5-250-7

*This Supersedence Appendix reflects the Extension of the P-3B Contract to former managerial classification except as provided otherwise in the Tentative Agreement and Memorandums of Agreement.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-3B Education Professionals
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	536
	General Fund	370

Total Annual Wages (26 pay periods) All Funds: $45,664,390

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	AI's & Lump Sums	Other	Total
Prior to New Contract:	$85,176				
1st Year Contract: 2021-2022	$89,567	2.50%	2.65%	0.00%	5.15%
2nd Year Contract: 2022-2023	$94,499	2.50%	2.49%	0.51%	5.51%
3rd Year Contract: 2023-2024	$99,058	2.50%	2.26%	0.07%	4.82%
4th Year Contract: 2024-2025	$99,058	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$45,664,390	$3,088,024	$4,934,275	$6,860,845	$7,430,383	$7,430,383
Fringe Benefits Value of Current Items		$460,116	$735,207	$1,022,266	$1,107,127	$1,107,127
TOTAL WAGES AND BENEFITS		$3,548,139	$5,669,482	$7,883,111	$8,537,510	$8,537,510

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$1,141,610	$1,141,610	$1,141,610	$1,141,610	$1,141,610
(2) Annual Increment - On Time		$606,114	$1,212,228	$1,212,228	$1,212,228	$1,212,228
(3) $2,500 One-time payment		$1,340,300	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$3,088,024	$2,353,838	$2,353,838	$2,353,838	$2,353,838
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$1,200,456	$1,200,456	$1,200,456	$1,200,456
(2) Annual Increment - On Time			$598,529	$1,197,058	$1,197,058	$1,197,058
(3) $1,000 One-time payment - 7/1/2022			$536,120	$0	$0	$0
(4) EC25 Step Increments			$16,691	$16,691	$16,691	$16,691
(5) Increase 12-month bonus by $250			$34,250	$34,250	$34,250	$34,250
(6) Pupil Svcs Spec.Stipend = $4,000			$108,000	$108,000	$108,000	$108,000
(7) Pupil Svcs Spec - 60hr MA = 6th year			$31,479	$32,266	$33,073	$33,073
(8) On Call for Beh Hlth Clin Supv			$54,912	$54,912	$54,912	$54,912
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$2,580,437	$2,643,633	$2,644,440	$2,644,440
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$1,260,394	$1,260,394	$1,260,394
(2) Annual Increment - On Time				$568,731	$1,137,461	$1,137,461
(3) Increase 12-month bonus by additional $250				$34,250	$34,250	$34,250
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$1,863,374	$2,432,105	$2,432,105
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$3,088,024	$4,934,275	$6,860,845	$7,430,383	$7,430,383
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$191,457	$305,925	$425,372	$460,684	$460,684
Medicare 1.45%	1.45%	$44,776	$71,547	$99,482	$107,741	$107,741
Unemployment 0.15%	0.15%	$4,632	$7,401	$10,291	$11,146	$11,146
SERS Normal Cost 4.1%	4.10%	$126,609	$202,305	$281,295	$304,646	$304,646
OPEB Contribution 3%	3.00%	$92,641	$148,028	$205,825	$222,911	$222,911
TOTAL FRINGE IMPACT	14.9%	$460,116	$735,207	$1,022,266	$1,107,127	$1,107,127
TOTAL COST OF CONTRACT - ALL FUNDS		$3,548,139	$5,669,482	$7,883,111	$8,537,510	$8,537,510

Tentative Agreement

ENGINEERING, SCIENTIFIC & TECHNICAL (P4) CONTRACT
and
CONNECTICUT AGRICULTURAL EXPERIMENT STATION
ADDENDUM

STATE OF CONNECTICUT

And

CONNECTICUT STATE EMPLOYEES ASSOCIATION
SEIU Local 2001

Effective July 1, ~~2016~~ 2021 Expiring June 30, ~~2021~~ 2025

TENTATIVE AGREEMENT

ARTICLE 1 - RECOGNITION

Section Two. This Agreement shall cover only those employees whose job titles fall within the certifications above. It shall not apply to non-permanent employees who are appointed to nonpermanent temporary, emergency, or seasonal positions nor to durational positions of six (6) months or less, Employees appointed originally on a provisional basis and/or employees appointed to durational positions established for six (6) months or more shall be covered by this agreement but shall have no right to appeal from termination due to expiration of position or failure to successfully complete the required examination process.

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

ARTICLE 6 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. ~~During the life of this Agreement~~ **Consistent with labor laws and precedent,** an employee retains the freedom of choice whether or not to become or remain a member of the Union **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 Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

~~Section Three. Any 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 or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Four.~~

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

~~**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280-A to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall be equal to P-4 unit members' dues payable to the Union.~~

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues ~~or agency service fees~~ deducted under this Article together with a list of employees **for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format,** shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made ~~together with a list of employees for whom any such deduction is made~~. **The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, ~~and~~ Job Entry Date, and all other information currently provided with such list.**

Section Six. No payroll deduction of dues ~~or agency service fees~~ 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 **not** be **made** ~~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~~, provided any such payroll deduction has been 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 this Section.

Section Ten. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. **Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.**

(new) **Section Eleven. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State will provide the Union with a report of separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a minimum, the employee name, agency, job title and effective date of the action.**

For the Union (P-4):

Date 3.9.22

For the State:

3.9.2022

Date

TENTATIVE AGREEMENT

Note: Where there is no change to the language of a specific section of Article 7, it is so noted. In some sections, there is a change in numbering only, and current language is to remain in effect.

ARTICLE 7 - UNION RIGHTS

Section One. **NO CHANGE**

Section Two. **NO CHANGE**

Section Three. **NO CHANGE**

Section Four. 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 grievances, **workplace-related complaints and other workplace issues,** or fulfilling the Union's role as collective bargaining agent, provided that they give advance notice to the appropriate designee and give advance notice of their presence immediately to the supervisor in charge of the unit to be visited and do not interfere with the performance of duties. Union designees shall not be permitted into secure areas, unless accompanied by a management designee, to investigate "on job" grievances, e.g. unsafe working conditions. An area will be provided for meetings between employees and Union designees. The Union and the State will cooperate in the application of this Section.

Section Five. **NO CHANGE**

Section Six. **NO CHANGE**

[NEW] Section Seven. The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section ~~Seven~~**Eight**. **NO CHANGE TO THE LANGUAGE IN CURRENT SECTION SEVEN, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN**

Section ~~Eight~~**Nine**. **NO CHANGE TO THE LANGUAGE IN CURRENT SECTION EIGHT, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN**

Section ~~Nine~~**Ten**. Orientation and Training. Section Nine. Orientation and Training. ~~The Union wiprovide each new employee with a copy of the collective bargaining agreement then in force. The State will provide at least one (1) hour for the steward and any newly hired employee to meet during the first week of work. The State will notify the Union of all new employees.~~ **The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.**

Section ~~Ten~~Eleven. **NO CHANGE TO THE LANGUAGE IN CURRENT SECTION TEN, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN**

Section ~~Eleven~~Twelve. **NO CHANGE TO THE LANGUAGE IN CURRENT SECTION ELEVEN, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN**

Section ~~Twelve~~Thirteen. **NO CHANGE TO THE LANGUAGE IN CURRENT SECTION TWELVE, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN**

For the Union (P-4):

Date 3.9.22

For the State:

3.9.2022
Date

TENTATIVE AGREEMENT

ARTICLE 8 - PERSONNEL RECORDS

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record or maintained by centralized Human Resources, exclusive of any other file or record. ~~In certain agencies, which do not maintain personnel files or records at the agency level,~~ To the extent there is an agency which does not maintain the files itself or have them maintained by centralized Human Resources, the official personnel file shall be that which is maintained at the institution level. In such cases, the employee shall be notified by letter, with copy to the Union, of the location of the official personnel file.

Section Two. An employee covered hereunder shall, **within two (2) business days of** ~~on~~ his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file. Material that is barred from inspection by the employee as confidential or privileged under law shall not be placed nor shall remain in the official file. Time off for file inspection shall be allowed in accordance with existing agency practice provided, however, no employee shall be allowed less than one (1) hour. An employee shall be allowed to examine and copy, at his/her expense, all materials which he/she prepared and/or signed. 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 for which it is the statutory representative upon presentation of written authorization by the appropriate employee. The Union shall have access to any employee's records which are relevant to a pending arbitration case. The employer reserves the right to determine relevancy. Disputes concerning relevancy shall be resolved by the arbitrator.

Section Three. No derogatory material shall be placed in an employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. If the employee refuses to sign, **it shall be noted and** a Union delegate ~~shall~~ **may** sign indicating receipt prior to placement of the derogatory material in the file. Derogatory material which is not merged in the next service rating shall be considered void after two (2) years unless voided sooner or incorporated into an official disciplinary action. For purposes of this section, "voided" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment related purposes under this contract.

At any time an employee may file a written rebuttal to any derogatory material in his/her personnel file which will be placed in said file. An employee may file a grievance

objecting to any derogatory material placed in his/her personnel file provided, however, no such grievance shall be arbitrable unless it is alleged by the State employer as just cause for discipline.

Section Four. [No change.]

Section Five. [No change.]

FOR THE UNION (P-4)

2.11.22
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 10 – TRAINING, TUITION REIMBURSEMENT, AND PROFESSIONAL DEVELOPMENT

Section One. 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 technological advancements in the various fields related to State government.

The State will make periodic reviews of its in-service training programs in order to update current courses and/or additional programs. When acquiring new technically advanced equipment or systems, the State will have as many employees as reasonably possible trained by the vendor or State Personnel skilled in the operation or application. Employees trained in the operation of new equipment or the installation of new systems may provide training to other employees as directed by management provided the employees concerned are personally able and capable. The State recognizes that certain benefits accrue both to the State and employee through professional development opportunities including, but not limited to, the attendance at or purchasing of required materials for professional workshops, conferences, courses (including 9 online courses) and seminars, related to attainment of certification or licensure, and membership in professional organizations.

The appointing authority or designee, working within the framework of budgetary constraints will support these activities and memberships. Management retains the right to determine training needs, programs, and procedures and to assign employees for training herein. Employees who attend may be requested to prepare reports and/or make presentation on the event and/or information acquired.

Section Two. 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 both the State and Union. A request to use this fund for the upkeep of job-related professional licensure shall be considered, however only one job related license reimbursement will be considered per employee per year. A request by the employee to use this fund for licensure which is covered by Article 40, will be addressed under Article 40. A request by the employee to use this fund for tuition reimbursement expenses as described in Section 3 of this provision shall be handled in accordance with Section 3.

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 at least three (3) weeks in advance or as soon as practicable. 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 promptly forward the request to the Comptroller. Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in this Fund-and vice-versa.

There shall be seventy thousand dollars ($70,000) appropriated to the fund each contract year. If additional appropriations are needed in the tuition reimbursement fund, professional development funds may be used with the agreement of both parties. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year.

Each eligible employee shall be entitled to a maximum of four thousand five hundred dollars ($4500) reimbursement per the contract duration toward the cost of fees, materials, travel, food, and/or lodging related to professional development. Reimbursement shall he consistent with standard state travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

Section Three. The State shall allocate ~~one hundred forty thousand ($140,000) in years 1 and 2 of the contract for the tuition reimbursement program. The fund will be increased by $80,000 in year 3, increased by $10,000 in year 4, and increased by $10,000 in year 5~~. funds for the tuition reimbursement program as follows:

- 2021-2022 contract year -- $240,000
- 2022-2023 contract year -- $265,000
- 2023-2024 contract year -- $265,000
- 2024-2025 contract year -- $265,000

Courses from accredited institutions of higher learning will be eligible for this reimbursement inclusive of long-distance learning courses. There will be unlimited carryover of unused moneys in fund from one contract year to the next. The maximum reimbursement rate shall be 75% of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs inclusive of fees. No employee may be eligible for reimbursement for more than ~~three (3) courses or twelve (12)~~ sixteen (16) credits in each year of the contract.

TENTATIVE AGREEMENT

Upon agreement of the State and the Union, uncommitted money from the tuition reimbursement fund provided under this section may be transferred to supplement the Professional Development fund in Section Two during the term of this Agreement. The parties shall notify the Department of Administrative Services and the Office of the State Comptroller that they reached mutual agreement on the amount that shall be transferred.

FOR THE UNION (P-4)

Date 3.9.22

FOR THE STATE:

3.9.2022

Date

TENTATIVE AGREEMENT

ARTICLE 11 - WORKING-TEST PERIOD

Section Five. In all cases when an employee is promoted or has laterally transferred she/he shall serve a six-month working test period. If an employee fails a promotional Working Test Period within the same agency, the employee must be returned to his/her previous position without any loss of benefits or seniority. **This includes employees who are promoted via automatic progression who are unable to perform satisfactorily after six (6) months at the higher level.** If an employee fails a promotional Working Test Period in another agency, the employee shall be returned to the position he/she last held in the agency from which he/she was transferred without loss of benefits or seniority. If the employee fails a lateral transfer Working Test Period, he/she shall be returned to his/her previous position without any loss of benefits or seniority. Failure of the Working Test Period in this instance shall not be subject to the grievance and arbitration procedure. An employee in a promotional or lateral transfer working test period will have a discussion with his/her supervisor prior to the conclusion of the six (6) month period to gain the benefit of supervisory input as to performance in the new position, and/or to consider alternative placement. For this purpose a transfer between "parentheticals" shall be considered a lateral transfer. Bumping rights in such situations shall remain in the original position until successful completion of the working test period.

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 13 - ORDER OF LAYOFF AND REEMPLOYMENT

Section Two. For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail.

1. In agencies with multiple facilities or regions, the least senior in the facility or region, by classification, shall be selected for layoff. Under this Agreement, only the Department of Transportation and the Department of **Energy and** Environmental Protection shall be considered to have multiple facilities or regions. In the Department of Transportation, the regions shall be defined as the District offices, the DOT headquarters and the Rocky Hill Laboratory. In the Department of **Energy and** Environmental Protection, the regions shall be defined as **DEEP** headquarters and its satellite offices in the Hartford area, and the field.

2. In all other agencies under this Agreement, the least senior by classification shall be selected for layoff.

   In the event of a layoff within a job classification, temporary employees and employees who have not completed their Initial Work Test Period shall be ~~laid off~~ **separated** first and shall not have bumping rights.

   If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 14 – GRIEVANCE PROCEDURE

Section One. [No change.]

Section Two. [No change.]

Section Three. 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 on its own behalf. "Institutional" or "general" grievances which affect more than one State agency shall be filed directly to Step III within the period specified in Section Five. When an individual employee or group of employees elects to submit a grievance without Union representation, **said grievance must be in compliance with Section Two above and** 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. [No change.]

Section Five. [No change.]

Section Six. The Grievance Procedure.

Step I. [No change.]

Step II. [No change.]

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for the Office 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 for ~~the Office of~~ Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said ~~Director~~ **Undersecretary** within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section Five. Said Director or his/her designated representatives shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Submisson of a grievance to Step III shall by by electronic mail: OLRSubmissions@ct.gov.

Arbitration. [No change.]

Section Seven. [No change.]

Section Eight. In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State ~~employees~~ **Employer's** answer had been timely filed on the last day. The grievant or the Union assents to the last attempted resolution by failing to appeal said decision in a timely manner, or by accepting said decision in writing.

Section Nine. Arbitration.

~~This Section Nine addresses arbitration submission and scheduling. In prior P-4 contracts, there was a requirement for the arbitrator to be available to schedule the case within 60 days of appointment. This procedural provision was frequently not followed. The parties had a mutual concern over delays in getting arbitrations scheduled and conducted within a reasonable timeframe.~~

~~Effective July 1, 2001, the above referenced 60 day period was removed from section nine. In agreeing to this deletion the parties pledged a cooperative approach and effort to schedule arbitration hearings. To achieve the mutual goal of timely arbitration scheduling the parties through their respective designees shall meet monthly to schedule those grievances submitted for arbitration per section 9(a). This monthly scheduling meeting involves assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available.~~ **Cases shall be scheduled for arbitration in accordance with the procedures of Appendix D.**

(a) Effective with the Legislative approval of this Collective Bargaining Agreement the parties shall agree as to whom the arbitrators will be to serve on the P-4 panel. An Arbitrator who is new to the P-4 panel may be removed from the panel by either party any time after he/she issues his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If the arbitrator is not dropped after his/her third award, he/she will serve for the term of the Agreement. Notwithstanding the above the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

The panel 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 parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, **electronic submission to a dedicated email address,** ~~postage prepaid, addressed~~ to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator **or electronically submitted**. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal ~~or~~ suspension, **or any other** cases where the Union is not a party, one-half the cost shall be borne by the party **pursuing the matter** ~~submitting~~ to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

(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, either party may request **a court reporter to transcribe the hearing.** ~~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~~ **court reporter** shall arrange for the **court reporter** ~~stenographer~~ and pay the cost thereof.

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

(c) The arbitrator 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion

of the hearing unless the parties jointly agree otherwise.

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

Effective July 1, 2006, the following expedited process may be applied for dismissed employees. After the Step 3 decision, the matter may be submitted directly to a mutually agreed upon designated arbitrator, who has previously agreed to hold such hearings within thirty (30) calendar days. The arbitrator shall then hold the arbitration hearing within thirty (30) calendar days. The parties by mutual agreement may extend the time limits described above.

Section Ten. [No change.]

Section Eleven. [No change.]

Section Twelve. [No change.]

Section Thirteen. [No change.]

FOR THE UNION (P-4)

Date 2.17.22

FOR THE STATE:

2/17/2022

Date

TENTATIVE AGREEMENT

ARTICLE 15 - DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL

Section Four. Definitions and Procedures.

(a) If the employee's grievance is upheld, he/she shall be reinstated with full pay retroactive to the date of demotion and any notation of the demotion shall be removed from the employee's ~~roster card~~**personnel file**.

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

ARTICLE 16 - HOURS OF WORK

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period. **The parties may agree to other start and end times by agency or work unit.**

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational

needs and only after advance approval by the Undersecretary for ~~the Office~~ of Labor Relations, prior consultation with the Union and not less than two (2) weeks advance notice to affected employees, except when:
(a) the standard work week is being established; or (b) an emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Undersecretary for ~~the Office of~~ Labor Relations, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Employees who are temporarily [defined as the duration of the assignment or Project, but not more than six (6) months], assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situation such as, but not limited to, Aragon Bridge or the Truck Weight Study but are not meant to apply to the ~~Slattern~~ **Slattery** case **a non-standards or unscheduled workweek in excess of six (6) months duration** or Article 17, Section Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

1. The **State** Employer and the Union, through negotiations, may agree in writing to establish a forty (40) hour workweek. Either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to the grievance or **statutory impasse** ~~arbitration~~ procedure. Forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, either as outlined above, or through offering to the Union the opportunity to discuss upgrading work hours as an alternative to filling a position.

   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 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 forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Undersecretary for the Office of Labor Relations and the Executive Director of the Union. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined above.

3. **Effective 7/1/2022, employees who previously moved to 40-hour schedules under an agreement that precluded application for an AWS schedule as a condition of that agreement, may now request an AWS schedule consistent with the menu of AWS options offered by the employing Agency. Management reserves and retains all rights to evaluate such AWS requests consistent with current practice.**

For the Union (P-4):

Date 3.9.22

For the State:

3-10-2022

Date

TENTATIVE AGREEMENT

ARTICLE 17 - OVERTIME

Section One. Overtime.

(a) The provisions of this Article shall be interpreted consistent with C.G.S. Section 5-245, except when specifically provided otherwise.

FOR THE UNION (P-4)

Date 3.2.22

FOR THE STATE:

3.3.2022

Date

TENTATIVE AGREEMENT

ARTICLE 17 - OVERTIME

Section Four. Overtime pay shall not be pyramided. When practicable, overtime ~~checks~~ shall be paid no later than the second payroll period following the overtime worked.

FOR THE UNION (P-4)

Date 3.3.22

FOR THE STATE:

3.3.2022

Date

Tentative Agreement

ARTICLE 19 – COMPENSATION

Section One. General Wage Increase.

~~There shall be no general wage increase paid to any P-4 employee for the 2016-2017 contract year.~~

~~There shall be no general wage increase paid to any P-4 employee for the 2017-2018 contract year.~~

~~There shall be no general wage increase paid to any P-4 employee for the 2018-2019 contract year.~~

~~Effective July 1, 2019, the base annual salary for all P4 bargaining unit employees shall be increased by three and one-half percent (3.5%).~~

~~Effective July 1, 2020, the base annual salary for all P4 bargaining unit employees shall be increased by three and one-half percent (3.5%).~~

Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for P-4 employees who are active employees in the bargaining unit on the date of legislative ratification, and to former P-4 employees who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

Effective with the pay period that includes July 1, 2022, the base annual salary for all P-4 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-4 employees who are active employees in the bargaining unit on July 1, 2022.

Effective with the pay period that includes July 1, 2023, the base annual salary for all P-4 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-4 employees who are active employees in the bargaining unit on July 1, 2023.

Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 19 (Compensation), Section 1 (General Wage Increase) and Section 2(a) (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Two Annual Increments and Special Lump Sums. ~~There shall be no annual increment or lump sum payment made for the 2016-2017 contract year.~~

~~There shall be no annual increment or lump sum payment made for the 2017-2018 contract year.~~

(a) Retroactive to July 1, 2021 and upon legislative approval, the annual increment for the 2021-2022 contract year shall be paid for those who are an active employee in the bargaining unit on the date of legislative ratification, and to employees who left in good standing with ten (10) years or more of state service or who retired between July 1, 2021 and the date of legislative ratification.

Employees will continue to be eligible for and receive annual increments during the terms of this contract and in accordance with existing practice for contract years 2022-2023 and 2023-2024.

~~The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule. An overall service rating of unsatisfactory (as defined in Article 9 and referenced in Article 19, Section 4 of the P-4 contract) may be grounds for denial of this payment.~~

(b) Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a two thousand five hundred dollar ($2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members. The special lump sum payment shall be paid to bargaining unit members who are an active employee on March 31, 2022, and to bargaining unit members who retired or who left in good standing with ten (10) years or more of state service between March 31, 2022 and the date of legislative ratification.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit on that date shall receive a one thousand dollar ($1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members and shall be paid in the payroll including July 1, 2022.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases from their otherwise scheduled payment dates.

~~For the 2018/2019 contract year, there shall be a $2,000 one-time payment to all employees, or top step lump sum plus $1,000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payments shall be paid in July of 2018. The top step lump~~

~~paid shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.~~

~~Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice for contract years 2019-2020 and 2020-2021.~~

~~The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule. An overall service rating of unsatisfactory (as defined in Article 9 and referenced in Article 19, Section 4 of the P-4 contract) may be grounds for denial of this payment.~~

Section Three. Longevity. [CURRENT LANGUAGE, NO CHANGE]

Section Four. Maximum Step Employees. [CURRENT LANGUAGE, NO CHANGE]

Tentative Agreement

Section Five: [CURRENT LANGUAGE, NO CHANGE]

Section Six. Individual Rates of Hire. [CURRENT LANGUAGE, NO CHANGE]

Section Seven. Classification Rate of Hire and Recruitment and Retention Stipend. [CURRENT LANGUAGE, NO CHANGE]

Section Eight. Classifications with Stipends. [CURRENT LANGUAGE, NO CHANGE]

~~**Section Nine. Restructuring of pay structure.** 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 Ten Funds and other payments - All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc., shall remain in place and continue in the same amounts presently in the collective bargaining agreement, except to the extent otherwise called for in the agreements. ~~The Tuition Reimbursement Fund will be funded for FY 2017 a sufficient amount to pay for all pending Tuition Reimbursement requests for that year.~~ Unexpended fund amounts shall roll over 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.

~~**Section 11. Job Security.** Employees shall be covered by Job Security for Office of Labor Relations – Covered Units as set forth in the 2017 SEBAC Agreement. (See Appendix E)~~

~~**Section 12. 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. Furlough days may be taken upon request, with appropriate notice, in whole day increments.~~

For the Union Date 3.9.22

For the State Date 3.9.2022

TENTATIVE AGREEMENT

ARTICLE 21 – TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in ~~the Standard State Travel Regulations in existence on June 30, 1987~~ **State Policy,** subject to such modifications and exceptions as provided herein:

Section One. Employees Assigned to Construction Projects. Construction Personnel in the Department of Transportation and the Department of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

In order to save energy, employees using a State vehicle may, at the option of the appointing authority, garage said vehicle at their home or at the nearest State facility.

Employees utilizing personally-owned vehicles on State business shall be paid $4.50 per day vehicle use fees. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from March 1 to December 1 or for the period of assignment to a field construction Project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

Each employee required by the agency head to use a personally-owned motor vehicle for official State business, shall produce an insurance policy for review by the employer showing that the vehicle to be used is insured in at least the amount required by ~~the Standard State Travel Regulations~~ **State Policy**. The employee will then be reimbursed at the established rate for each mile traveled. Mileage shall be computed as the lesser of the following: (1) From the permanent employment station to and around his/her work area and return or (2) from home to and around his/her work area and return.

The mileage around the work area for which payment will be made will be that distance necessary for the proper performance of the work and actually traveled.

The gathering and moving of samples concrete beams and cylinders or other large or dirty items not normally moved in an automobile will whenever possible be transported by State vehicle. If an employee assigned to use his/her personal vehicle is directed to bring a State vehicle on to a work site, his/her payment for mileage to and from the work site will not be reduced.

If an employee is required to use his/her personal vehicle in areas where heavy traffic or other hazards exist, the State will furnish and attach without damage to the vehicle

such lights and/or signs as are necessary.

It is understood that an employee assigned to use a personal vehicle on State work will not be assigned a State vehicle under normal circumstances. However, a State vehicle may be assigned for brief periods under unusual conditions.

When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if his/her actions constitute willful or wanton misconduct.

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 24 - METHOD OF SALARY PAYMENT

Section Three. In all other respects the method of salary payment on June 30, 200~~5~~21 shall continue in force.

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 26 - PREGNANCY, MATERNITY~~AL~~ AND PARENTAL LEAVE

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 30 - MEAL PERIODS

Subject to the Hours of Work Article, all employees shall be granted an unpaid one-half hour lunch period during each normal work shift. Whenever possible, the lunch period shall be scheduled in the middle of such shift.

The employer shall furnish an unpaid one half hour meal period to any employee who is required to work in excess of three and one-half (3 1/2) consecutive hours overtime in any one work day, and pay for said meal in accordance with current meal rate schedules. This provision will not apply when overtime work is performed during the employee's regular work hours but on a day not normally worked.

The State and the Union agree that the below listed job classifications ~~within the~~ Central office of the Department of ~~Public Works~~ **Administrative Services** may be assigned by the employer to a one hour lunch period:

Assistant Chief of Design & Review (Real assets) Public Works Chief of Special Projects
Public Works Chief Building Plans Reviewer Public Works Chief Engineer
Public Works Assistant Chief Engineer Chief Building Project Estimator
Public Works Chief Equipment Engineer (Real Assets)

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/4/2022
Date

ARTICLE 42 - VACATIONS

Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) vacation days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

zero (0) to five (5) years - five-sixths (5/6) day per month;

over five (5) and under ten (10) years - one (1) day per month;

over ten (10) and under twenty (20) years - one and one-quarter (1-1/4) days per month;

over twenty (20) years - one and two-thirds (1-2/3) days per month.

Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Effective July 1, 1980, for employees hired on or after July 1, 1977, the following vacation leave shall apply:

zero to five (0-5) years - one (1) day per month;

over five (5) and under twenty (20) - one and one-quarter (1-1/4) days per month;

over twenty (20) - one and two-thirds (1-2/3) days per month.

No employee will carry over more than ten (10) days of vacation leave to the next year~~,, provided, h~~ However, ~~that in exceptional circumstances~~ agency permission

may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

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 sixty (60) days.

FOR THE UNION (P-4)

Date 2.17.22

FOR THE STATE:

2/17/2022

Date

TENTATIVE AGREEMENT

ARTICLE 43

Sick Leave

Section Four. Sick Leave Bank.

1. There shall be an Emergency Sick Leave Bank to be used by all permanent employees. The bank has been established to provide full-time and part-time (34 hour), permanent employees with partial salary benefits during periods of leave due to long-term disability and/or illness of the employee. Application for use of this bank shall be made to the designated committee (item 6, below). The application shall be provided to both committee members simultaneously.

2. To be eligible to use sick leave bank benefits, the employee must have:

   a. been employed by the State for two ~~(2) or more years~~ eighteen (18) or more months
   b. have exhausted all sick leave and personal leave
   c. have exhausted vacation leave in excess of sixty (60) days
   d. have exhausted any other compensatory time
   e. an injury or illness which is not covered by Workers' Compensation
   f. ~~an acceptable medical certificate supporting continued absence on file~~ received full approval, from the Human Resources authority responsible for approving leaves of absence on behalf of the member's employing Agency, for a leave of absence due to the employee's own qualifying illness or injury. In such case, the Sick Leave Bank Committee will determine if the other requirements for use of sick leave bank have been met, and render a decision as soon as practicable, but not more than 14 days from the Committee's receipt of leave approval. Employees may apply for use of the sick leave bank while their application for a leave of absence is pending, and such application will be processed and held pending approval of the leave by the HR authority responsible for such.
   g. has not been disciplined for sick leave abuse for the two (2) year period preceding application; provided, however, the committee may waive this requirement.

3. The benefit amount shall be paid at a rate of one-half (1/2) for each day of illness or injury. Payments shall begin on the sixth (6th) day after exhaustion of leave and/or Worker's Compensation as referenced in item 2 above. However, during this six (6) day period the employee may, if so requested by the employee, receive vacation leave payment from his/her sixty (60) day or less balance. An employee may draw from the bank for a maximum of 200 one-half (1/2) days or up to 100 three-quarters (3/4) days per contract year. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit. An individual is eligible to apply for and receive Sick Leave Bank benefits only while said individual is, and remains, employed by the State. The committee will not approve any sick leave bank benefit beyond the authorized leave end date; if the employee receives an

approved extension of leave, the employee may apply for an extension of Sick Leave Bank benefits, subject to the maximums specified herein. Likewise, if an eligible employee has a subsequent qualifying condition and applies for Sick Leave Bank benefits, the subsequent application will be considered on its own merits, and in the context of the maximums under this Section. If the approved leave crosses over from one contract year into the next, the committee will approve an allotment of sick leave bank benefits that covers that period, without requiring the employee to submit a new application for the new contract year provided that the other requirements for sick bank usage continue to be met; the maximum benefit per contract year remains applicable in these circumstances.

4. The employing Agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day he/she will be entitled to an equivalent position pursuant to the provisions of CGS 5-248a provided he/she retorn work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.

5. The fund shall be established by donations from each P-4 member employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. The fund shall be maintained by a contribution from each employee (P-4 member) following his/her having obtained ~~two (2) years~~ 18 months of State Service. If the bank should fall below 10,000 hours the committee will recommend whether additional contributions should be made.

6. The fund shall be administered by a two-person committee. The two persons shall be appointed for the term of the contract; one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee the respective unit (Union or State) shall make a replacement appointment. The committee will be authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance process.

7. The Article supersedes Regulations 5-247-5 and 5-247-6.

FOR THE UNION (P-4)

Date 2.26.22

FOR THE STATE:

3.1.2022

Date

TENTATIVE AGREEMENT

ARTICLE 43 – SICK LEAVE

Section Six. In the event of death in the immediate family, an eligible employee shall be granted up to ~~three (3)~~ five (5) working days, chargeable to sick leave. Immediate family means spouse, parent, siblings, children, ~~civil union partner as provided in Public Act 2005-10, domestic partner~~ and also any relative who is domiciled in the employee's household. ~~For purposes of this section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.~~

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 45 - MISCELLANEOUS LEAVES AND BENEFITS

Section Two. Civil Leave ~~**(court time)**~~**.** Civil leave (not jury duty) within the normal work day shall be treated as time worked **when the employee is subpoenaed, and is neither a plaintiff nor defendant, and does not have a particular, direct, and material financial interest that would be reflected in the judgment of the matter**. ~~The intent of this Section is to grant such leave consistent with past practice under the previous contract.~~

2/11/2022
Date

2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 45 - MISCELLANEOUS LEAVES AND BENEFITS

~~**Section Four.** When the term spouse as utilized in this Agreement, it shall also mean domestic partner. A domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.~~

[NOTE: The removal of Section Four from this Article will result in the re-numbering of the remaining section in this article, from Section Five to Section Four.]

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/14/2022
Date

TENTATIVE AGREEMENT

ARTICLE 47 - PRINTING AND DISTRIBUTION OF AGREEMENT

Section One. **Electronic copies of this Agreement shall be made available to employees and management personnel. To the extent necessary,** ~~T~~the parties will share the cost of printing the Agreement in booklet form. ~~The Union will be responsible for printing a mutually agreed number of contract booklets and the State will reimburse the Union at the rate of forty-seven cents ($.47) for each booklet.~~

~~**Section Two.** The Union will distribute the booklet to all present and new employees.~~

FOR THE UNION (P-4)

2/11/22
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 49 – LEGISLATIVE ACTION

The cost of 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 Section 5-278(b) of the Connecticut General Statutes or as otherwise provided by said section. ~~The State employer shall request such approval as provided in said Section~~. If the legislature rejects **this Agreement** ~~such request as a whole~~, the parties shall **follow the statutory impasse procedures** ~~return to the bargaining table.~~

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 57 – DURATION OF AGREEMENT

This agreement shall be effective July 1, 20~~16~~21 and shall expire on June 30, 20~~21~~25. Unless otherwise stated to the contrary, language provisions shall take effect upon legislative approval. In accordance with Connecticut General Statutes, either party may request the other to negotiate a successor agreement by mailing such request to the other party, where upon negotiations shall commence as soon as practicable. By mutual agreement, the parties may begin negotiations on a date different than provided for in the Connecticut General Statutes.

FOR THE UNION (P-4)

Date 3.9.22

FOR THE STATE:

3.14.2022

Date

TENTATIVE AGREEMENT

ARTICLE 60 – SNOW DAYS AND INCLEMENT WEATHER

Section One. **Level One and Level Two** ~~Essential~~ Employees.

For the purpose of Snow Day and Inclement Weather declarations, the State uses the nomenclature "Level One" (formerly "Essential") and "Level Two" (formerly Non-Essential") to differentiate between those employees who are required to report to the official duty station, and those who are not. Employing Agencies are responsible assigning these designations, and timely informing 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 w o r k due to a closing.~~

Where a primarily non-hazardous duty bargaining unit include 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~~ Level Two state employees not to report to the worksite.

Section Two. Vacation, PL and Sick Time Impact for ~~Non-Essential~~ Level Two 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.

Section Three. 10 month Employees Choosing a 12 month Pay Plan.

Said employees shall be treated like any other 12 month employee for purposes of inclement weather closings.

FOR THE UNION (P-4)

Date 2.17.22

FOR THE STATE:

2/17/2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

REGARDING THE RESOLUTION OF GRIEVANCES
(To replace the protocol -- Appendix D)

The State and the Union agree that it is in the parties' mutual interests to address and resolve grievances as expeditiously as possible. The undersigned parties agree, therefore, as follows:

1. A committee shall be empaneled consisting of a Union Representative, a Representative from the Office of Labor Relations, and an Agency Representative whose pending cases are subject to Committee review and discussion.
2. The State and the Union shall develop a list of not less than five (5) grievances one week before the meeting that the parties intend to review and discuss.
3. Said Committee shall meet at least twice quarterly to review and make recommendations regarding the disposition of the grievances pending currently at the arbitration step of the grievance process. The parties will meet in December of each year to set expected dates for such meetings. By mutual agreement, the parties may hold additional meetings to address a grievance backlog.
4. The Union, OLR, and Agency Representative must possess the authority to act upon said pending cases during the meeting. Only those persons necessary for bringing the matter to resolution need to attend.
5. It is understood and agreed that any resolution of said grievances must be immediately reduced to writing when possible and executed by the State and the Union using an agreed upon form. Otherwise, grievances shall be scheduled for arbitration in the order in which arbitration is demanded except that cases that involve overpayments or that pose an ongoing monetary liability to the State will have scheduling priority by order of filing. Notwithstanding, either ~~party may choose up to five (5) matters per year to be given prime or expedited priority. In~~ addition, any grievance involving the separation of a bargaining unit member shall automatically be given prime or expedited priority.
6. No grievance shall be ripe for Committee review unless and until either (1) it has been heard and answered at Step 2 of the grievance procedure; (2) it has been filed at Step 2 and the time for response has passed without agreed upon extension; or (3) it is a grievance which may be filed directly to step (3).
7. The following shall apply for grievances involving discipline at the level of dismissal, demotion, or suspension in excess of ten (10) working days: These grievances shall be filed directly to the Office of Labor Relations (Central) consistent with the time requirements of Article 14, Section Five. Within thirty (30) days of receipt of the grievance, a representative of the Office of Labor Relations (Central) and a representative of the Union shall convene a conference with the relevant parties (Grievant, Agency Labor Relations Staff, and other Agency Representative, as appropriate) for the purpose of exchanging relevant documents, and

gathering other information, including via mutual questioning by the parties in attendance. If the grievance is not resolved as a result of discussions at the conference, the OLR Representative will issue a written response within fifteen (15) days of the conference. A grievance that adheres to the procedure outlined in this paragraph will be considered ripe for Committee review.

8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.
9. No matters that are otherwise deemed non-grievable or non-arbitrable are subject to committee review.
10. All conferences and committee meetings convened pursuant to this MOU shall be closed to the public unless the parties mutually agree otherwise.

FOR THE STATE:

3.14.2022

Date

FOR THE UNION:

Date 3.14.22

APPENDIX E – JOB SECURITY

A. Job Security for Office of Labor Relations – Covered Units. The following job security provisions shall apply to all OLR Covered units which agree or have agreed to contracts in accordance with the 2017 Agreement Framework including the provisions for wages and other changes which are summarized in Attachment F.

1. From the July 1, 2017 and through June 30,2021,there shall be no loss of employment for any 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 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 attached implementation agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.

   c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.

2. 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.

3. 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.~~

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

MEMORANDUM OF UDERSTANDING

CSEA P-3B and P-4 DAS Issues

During negotiations for the successor agreement to the Parties' July 1, 2016 through June 30, 2021 labor contract, the Union raised a variety of issues pertaining to job classifications, including career ladders, promotional opportunities, and experience and training requirements.

Given the broad responsibilities invested in the Department of Administrative Services for developing job classifications, experience and training criteria, and promotional policies, the Parties have agreed to convene a meeting no later than April 30, 2022, concerning DAS-related issues in the P-3B and P4 bargaining units. Attendees will include:

- Commissioner of DAS
- Commissioners (or designees, if necessary) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership
- Union Leadership
- Such others as any of those above deem helpful

The purpose of such a meeting will be to explore fully the matters set forth in Union bargaining proposals which were produced but put aside for this purpose in the most recent round of bargaining. Those proposal numbers were:

- P3-B, proposals 16, 37, & 46
- P-4, proposals 7, 45-48, & 69

At the meeting the participants will discuss the proposals, identify needs and interests of the agencies involved, assess potential courses of action and the impacts thereof, and develop a plan to address any matter where it is determined and agreed that action is warranted.

For the State:

3/11/22

Date

For the Union:

Date 3.11.22

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING
TRANSPORTATION ENGINEER 3, TRANSPORTATION SUPERVISING ENGINEER, AND TRANPORTATION PRINCIPAL ENGINEER
RECRUITMENT AND RETENTION

Effective July 1, 2022, the pay plans for the titles of:

- Transportation Engineer 3
- Transportation Supervising Engineer
- Transportation Principal Engineer

shall be adjusted in accordance with the drop two/add two step methodology within their respective pay plans.

Because these classifications are covered by the "hook" methodology as referenced in Article 19, Section Four, the pay plan will be structured as follows, to maintain the integrity of the "hook".

- Employees will no longer proceed through their salary group and then proceed to the maximum salary of the next salary group.
- Rather, the pay plan for these classes will be structured as follows –
    - A step shall be added to the current salary group, which represents the incremental difference as if the employee had "hooked" to the maximum of the next salary group.
    - Following the addition of this step, two (2) additional steps shall be added at rate of an increment consistent with the increments for the "hooked" salary group.
    - The end result will be a salary group with thirteen (13) steps, with the hook increment occurring between steps 10 and 11.

Example: Transportation Engineer 3

- Right now, Transportation Engineer 3 is in salary group FE 27.
- There are 12 steps in this salary group.
- Once an employee reaches step 12, they get their 13th increment by going to the rate in place for salary group 28, step 12. This increment rate is at 4.767%.
- The new pay plan would:
    - Drop steps 1 and 2.
    - This means that what was step 12 becomes step 10.
    - Then, a new step 11 is created and added, at an increment of 4.767% above step 10. This maintains the hook.
    - Next, new steps 12 and 13 are created and added, at the rate of increment for steps in salary group 28.
- The intent of this approach is to keep the hook in place, then add 2 steps as a retention incentive.

By virtue of the creation of this ne pay plan, employees who are in either Step 1 or Step 2 of the pay plan in effect prior to July 1, 2022 will move to Step 1 of the new pay plan (Step 3 of the current pay plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

FOR THE UNION (P-4)

Date 3.14.22

FOR THE STATE:

3.14.2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING
Hiring Rates for Transportation Engineer 3, Transportation Supervising Engineer, and Transportation Principal Engineer
Effective Through June 30, 2025

The State of Connecticut (hereinafter referred to as the "State"), the Connecticut State Employees Association, SEIU Local 2001, Engineering, Scientific and Technical (hereinafter referred to as "P-4 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications[1]:
   Transportation Engineer 3
   Transportation Supervising Engineer
   Transportation Principal Engineer
3. Candidates with 3-5 years of engineering experience beyond the minimum qualifications for the job class may be hired at Step 2 at time of hire.
4. Candidates with 5 or more years engineering beyond the minimum qualifications for the job class may be hired at Step 3 at time of hire.
5. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire.
6. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.
7. Each agency that utilizes the above guidelines will provide a quarterly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.
8. Existing Employees in Steps 1-4 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in 1-6 above. The Employee may request an audit of their personnel file from the Agency Human Resource Office.
9. This memorandum shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of this July 2021 – June 2025 agreement.

3.14.2022
State

Union 3.14.22

[1] Candidates must meet requirements of minimum qualifications and special qualifications as stated in the job spec to qualify for hiring rate specified above. This MOU does not override the qualifications specified in each job spec.

MEMORANDUM OF UNDERSTANDING
TRANSPORTATION ENGINEER 2

Effective July 1, 2022, the pay plans for the title of Transportation Engineer 2 shall be adjusted in accordance with the drop one/add one step methodology within the respective pay plans.

Because this classification is covered by the "hook" methodology as referenced in Article 19, Section Four, the pay plan will be structured as follows, to maintain the integrity of the "hook".

- Employees will no longer proceed through their salary group and then proceed to the maximum salary of the next salary group.
- Rather, the pay plan for this class will be structured as follows –
    - A step shall be added to the current salary group, which represents the incremental difference as if the employee had "hooked" to the maximum of the next salary group.
    - Following the addition of this step, two (2) additional steps shall be added at rate of an increment consistent with the increments for the "hooked" salary group.
    - The end result will be a salary group with thirteen (13) steps, with the hook increment occurring between steps 10 and 11.

Example: Transportation Engineer 2

- Right now, Transportation Engineer 2 (40 Hours) is in salary group FE 23.
- There are 12 steps in this salary group.
- Once an employee reaches step 12, they get their 13th increment by going to the rate in place for salary group 24, step 12. This increment rate is at 4.7%.
- The new pay plan would:
    - Drop step 1.
    - This means that what was step 12 becomes step 11.
    - Then, a new step 12 is created and added, at an increment of 4.7% above step 10. This maintains the hook.
    - Next, new steps 13 is created and added, at the rate of increment for steps in salary group 24.
- The intent of this approach is to keep the hook in place, then add one step as a retention incentive.

By virtue of the creation of this new pay plan, employees who are in Step 1 of the pay plan in effect prior to July 1, 2022 will move to Step 1 of the new pay plan (Step 2 of the current pay plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

FOR THE UNION (P-4)

Date 3.14.22

FOR THE STATE:

3·14·2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING
INFORMATION TECHNOLOGY RECRUITMENT AND RETENTION

Effective July 1, 2022, there shall be a new pay plan established for the following bargaining unit titles:

IT Technician Trainee (35 Hours) and (40 Hours)
IT Technician (35 Hours) and (40 Hours)
IT Analyst Trainee (35 Hours) and (40 Hours)
IT Analyst 1 (35 Hours) and (40 Hours)
IT Analyst 2 (35 Hours) and (40 Hours)
IT Analyst 3 (35 Hours) and (40 Hours)
IT Subj Matter Expert (35 Hours) and (40 Hours)
IT Supervisor (35 Hours) and (40 Hours)

The new pay plan will be created by taking the existing pay plan for the above classes, and adjusting such in accordance with the drop two/add two step methodology.

- The first 2 steps of each salary group shall be removed.
- Two additional steps shall be added to each salary group, consistent with in increment level in effect for each salary group.
- By virtue of the creation of this new pay plan, employees who are in either step 1 or step 2 of the pay plan in effect prior to July 1, 2022 will move to step one of the new pay plan (step 3 of the current plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment, when that becomes payable.

FOR THE UNION (P-4)

Date 3.14.22

FOR THE STATE:

3.14.2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING
Hiring Rates for Information Technology Classifications
Effective Through June 30, 2025

The State of Connecticut (hereinafter referred to as the "State"), the Connecticut State Employees Association, SEIU Local 2001, Engineering, Scientific and Technical (hereinafter referred to as "P-4 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to the following hiring rate flexibility for outside hires in these job classifications[1]:

IT Technician Trainee (35 Hours) and (40 Hours)
IT Technician (35 Hours) and (40 Hours)
IT Analyst Trainee (35 Hours) and (40 Hours)
IT Analyst 1 (35 Hours) and (40 Hours)
IT Analyst 2 (35 Hours) and (40 Hours)
IT Analyst 3 (35 Hours) and (40 Hours)
IT Subj Matter Expert (35 Hours) and (40 Hours)
IT Supervisor (35 Hours) and (40 Hours)

3. Candidates with 3-5 years of relevant information technology experience beyond the minimum qualifications for the job class may be hired at Step 2 at time of hire.
4. Candidates with 5 or more years of relevant information technology experience beyond the minimum qualifications for the job class may be hired at Step 3 at time of hire.
5. Candidates with a degree in information technology, specialized experience or certifications in technologies that are deemed in demand by the employer may be offered an additional step at time of hire.
6. In following this agreement the Agencies will not be required to seek authorization to offer a hiring rate to an outside candidate, but will provide notice to the Union prior to the employee's first day of employment.
7. Each Agency that utilizes this agreement will provide a quarterly report to the Union that includes: the Agency, job class, employee name, salary grade step, and criteria met to impose the hiring rate.
8. Existing employees in Step 1 or 2 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in

[1] Candidates must meet requirements of minimum qualifications and special qualifications as stated in the job spec to qualify for hiring rate specified above. This MOU does not override the qualifications specified in each job spec.

the 1-6 above. In order to be considered the Employee may request an audit of their personnel file from the Agency Human Resource Office.

9. This memorandum shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of this July 2021 – June 2025 agreement.

For the Union (P-4):

Date 3.5.22

For the State:

3-9-2022

Date

TENTATIVE AGREEMENT

Memorandum of Understanding
Migration of P-4 Bargaining Unit Workforce to 37.5-Hour Schedules

The State and the Union have agreed to prioritize the voluntary migration of the 35-hour P-4 workforce to 37.5-hour schedules. This Agreement shall not include positions that are designated as in-scope for IT Optimization; those positions are covered under a separate agreement. To accomplish this priority, the parties have agreed to a multi-faceted approach as described below:

1. Development and implementation of targets for voluntary movement to 37.5-hour schedules by Agency.
    a. The Office of Labor Relations shall meet with representatives from State agencies to develop targets for moving staff to 37.5-hour schedules.
    b. Agencies will consider budgetary capacity and operational need in setting and implementing targets.
    c. Employee seniority will be a priority consideration for agencies in setting and reaching targets.
    d. Employees identified through this process will be offered a one-time opportunity to accept a 37.5-hour schedule.
    e. At least 75 employees within the Department of Energy and Environmental Protection (DEEP) will be offered at least 37.5-hour positions no later than 1/1/23. At least 25 employees outside of DEEP will be offered the same opportunity by 1/1/23.
    f. The Office of Labor Relations and the Union will schedule regular meetings with the Union to discuss progress and timeframes.

2. Voluntary straight time payment up to 40 hours.
    a. Effective 7/1/2022, employees who are currently scheduled for 35 hours may volunteer to be assigned work up to 40 hours and receive straight time overtime pay.
    b. Payment of straight time overtime up to 40 hours includes employees who are in positions that are above salary group 24.
    c. Agencies will permit such assignments within current budgetary appropriations, within the requirements of restricted funds, and consistent with agency operating needs.
    d. Once an employee who is above salary group 24 has been offered, and has accepted, a 37.5-hour schedule, the standard parameters for compensatory time per the collective bargaining agreement shall apply for hours worked in excess of 37.5.
    e. The Office of Labor Relations will schedule regular meetings with the Union to address any areas of concern, including disparate utilization of paid overtime.

3. Ongoing migration for employees with 15 years of seniority.

a. Effective 7/1/2024, any employee who has fifteen (15) years of seniority and has not yet been offered a permanent schedule of 37.5 hours shall receive a one-time opportunity to accept a 37.5-hour schedule.
b. Following 7/1/2024:
    i. Employees who reach 15 years of seniority between July 1 and December 31 will receive a one-time opportunity to accept a 37.5-hour schedule as of January 1 immediately thereafter.
    ii. Employees who reach 15 years of seniority between January 1 and June 30 will receive a one-time opportunity to accept a 37.5-hour schedule as of July 1 immediately thereafter.
c. Employees who have turned down an initial offer for a 37.5 hour schedule may, following at least one (1) year from declination of the initial offer, request consideration for a future offer of a 37.5-hour schedule. A declination following a second offer will result in the employee's removal from consideration for migration to a 37.5-hour schedule.

Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.

In the event of unanticipated budgetary changes that place the migration of employees to 37.5 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

FOR THE UNION (P-4)

Date 3.16.22

FOR THE STATE:

3.16.2022

Date

TENTATIVE AGREEMENT

Memorandum of Understanding
Migration of Information Technology Employees in the P-4 Bargaining Unit Workforce Who Are Within the Scope of IT Optimization to 40-Hour Schedules

The State and the Union have agreed to prioritize the voluntary migration of the 35-hour P-4 workforce inside of Information Technologies to 40-hour schedules which is particularly urgent due to IT Optimization. To accomplish this priority, the parties have agreed to the approach as described below:

1. Development and implementation of targets for voluntary movement to 40-hour schedules by employees who are in scope for IT Optimization, and are, thereby, slated to become employees of the Department of Administrative Services / Bureau of Information Technology Solutions (BITS).
    a. The Office of Labor Relations shall meet with representatives from the Bureau of Information Technology Solutions (BITS) and if needed other State agencies to develop targets for moving staff to 40-hour schedules.
    b. The State will consider budgetary capacity and operational need in setting and implementing targets.
    c. The following criteria shall be used to set priorities for the voluntary movement of employees within the scope of IT Optimization to 40-hour schedules, according to the confines of budgetary limits and position availability:
        i. Employees with identified high-need skill sets, or special skills, where the additional hours can be directed to address specific organizational objectives.
        ii. Employees within units which have a high percentage of budgeted vacancies that are pending recruitment, where the additional hours can be directed to mitigate staffing considerations.
        iii. Employees within operations with the greatest business demand, where the additional hours can be directed to address critical priorities.
        iv. In addition to the above criteria, employee seniority shall be given consideration as a factor in setting the sequence for approval among volunteers who have requested 40-hour schedules.
    d. Employees identified through this process will be offered a one-time opportunity to accept a 40-hour schedule.
    e. The State will begin offering 40-hour schedules to identified employees prior to July 1, 2022. At least 40 of then-current 35-hour in-scope Information Technologies work force shall be offered 40-hour schedules by October 1, of 2022; this is anticipated to represent 20% of the targeted workforce. The parties are committed to offering 40-hour schedules to as many employees as possible, and as expeditiously as possible. Toward that end, at the beginning of each subsequent 6-month period starting on October 1, 2022, the State shall assess the number of employees who have yet to be offered 40-hour schedules; during each 6-month period, the State shall offer 40-hour schedules to at least 20% of the 35-hour employees identified at the beginning of that 6-month period. This process shall continue until all such employees have been offered such

schedules. The parties intend to complete the process of offering current employees the opportunity for a 40-hour schedule no later than June 30, 2025.

f. The Office of Labor Relations and the Union will schedule regular meetings with the Union to discuss progress and timeframes.

g. Employees who have turned down an initial offer for a 40-hour schedule may, following at least one (1) year from declination of the initial offer, request consideration for a future offer of a 40-hour schedule. A declination following a second offer will result in the employee's removal from consideration for migration to a 40-hour schedule.

2. Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.

3. Employees who move to 40-hour schedules under this may apply for an AWS schedule that is consistent with the menu of options offered by BITS. Management reserves and retains all rights to evaluate such AWS requests consistent with current practice.

4. In the event of unanticipated budgetary changes that place the migration of employees to 40 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

FOR THE STATE:

3.16.2022

Date

FOR THE UNION:

Date 3.16.22

TENTATIVE AGREEMENT

Memorandum of Understanding

IT Optimization

(Replaces "Information Technology Transformation MOU", p. 38)

Ratification of this agreement shall not preclude the parties from continuing to negotiate the impact of statewide IT optimization on matters that include, but are not limited to:

- Performance;
- Training and development;
- Bumping rights;
- Contracting out;
- Identifying and addressing job classes performing IT functions covered presently by other bargaining units; and

FOR THE UNION (P-4)

Date 3.16.22

FOR THE STATE:

3·16·2022

Date

TENTATIVE AGREEMENT

CONNECTICUT AGRICULTURAL EXPERIMENT STATION CONTRACT

[P-4 ADDENDUM]

ARTICLE 4 - JOB OPENINGS AND RIGHT OF TRANSFER

The employer shall cause to be posted, **on the DAS web site** ~~in a conspicuous location accessible to employees~~, all State open examination announcements and all statewide promotional examination announcements,

The employer will post, as indicated above, notices of vacancies for scientists and technicians at the Station, along with the necessary qualifications and instructions for applying for such positions. Such notices will be posted at

the Station at least five working days prior to the dissemination of such notices to the public.

If an employee makes application for a vacant position within the Station, or another State agency, such action shall not be viewed with prejudice by the employer. The rate of pay on transfers will be in accordance with standard State personnel regulations.

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

TENTATIVE AGREEMENT

CONNECTICUT AGRICULTURAL EXPERIMENT STATION CONTRACT

[P-4 ADDENDUM]

ARTICLE 5 - EMPLOYEE HANDBOOK

Not later than thirty (30) days after receipt of same at the agency, each employee will be given **a link to** (1) ~~a copy of~~ the prevailing contract, (2) ~~a copy of the State travel regulations,~~ **State Policies,** and (3) ~~copies of~~ any general instructions issued by the employer to implement the provisions of the contract, Further necessary instructions on autos, purchasing, library, etc., will be available in suitable places. ~~As long as the supply lasts, or if republished, whichever applies, a copy of the State Personnel Policy Board regulations will be provided to each new employee.~~

FOR THE UNION (P-4)

2/11/2022

Date

FOR THE STATE:

2/11/2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING AGENCIES "FOR ADMINISTRATIVE PURPOSES ONLY"

The parties agree that those agencies which have been designated as being attached to other agencies "For Administrative Purposes Only" shall be considered as separate agencies in application of the collective bargaining Agreement. For example, the Connecticut State Library which is attached to the Department of Education "for administrative purposes only" shall be considered as a separate agency. Similarly, the Commission on Human Rights and Opportunities and the Department of ~~Administrative Services~~ **Labor** shall be considered as separate agencies.

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

~~**MEMORANDUM OF UNDERSTANDING: DOT – Bureau Of Policy And Planning**~~

~~The State and the Union agree that the Department of Transportation (DOT) shall offer full-time DOT employees within P4 classifications within the DOT's Bureau of Policy and Planning a one-time opportunity to volunteer for an increased workweek from thirty-five hours per week to forty hours per week. Employees so electing will have their workweeks increased from thirty-five hours to forty hours effective June 19, 2009. In soliciting volunteers, the DOT will use a form and format similar to that used in implementation of the October, 2008 agreement between the State and the Union regarding certain P4 positions within the DOT.~~

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

This memorandum is provided to affirm the understanding that job vacancies shall be posted by the **Department of Administrative Services** ~~agencies.~~ The method of posting ~~may~~ **will** be electronic ~~or on a bulletin board~~. It is intended that the posting of vacancies will be provided to ensure employee's opportunity to know of said vacancies.

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING - New Hires

~~The State recognizes that there is a legitimate business need for the Union to have information on hires and separations in State service that impact the bargaining unit. Therefore, the State shall provide the Union with a monthly report identifying new hires and separations for the monthly period.~~

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING - SUMMER PICNIC/~~CHRISTMAS~~ HOLIDAY PARTY

The parties agree that each member of the P-4 Bargaining Unit will be granted one-half day for a summer picnic and one-half day for a **Holiday** ~~Christmas~~ Party.

Only those ~~Christmas~~ **Holiday** parties or summer picnics which have been approved by the Union or by the State will be recognized for the purposes of the half day off, and any employee not attending such event will forfeit the benefit of said half day.

FOR THE UNION (P-4)

2/11/2022
Date

FOR THE STATE:

2/11/2022
Date

SUPERSEDENCE APPENDIX P-4 EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

CONTRACT PROVISION	*CONTRACT, STATUTE OR REGULATION*	*REFERENCE AMENDED*
Union Security & Payroll Deductions	Article 6	C.G.S. 5-260 C.G.S. 5-280
Personnel Records	Article 8, Sections One and Two	C.G.S. 31-128b C.G.S. 31-128c C.G.S. 31-128d C.G.S. 31-128e C.G.S. 31-128g
Tuition Reimbursement	Article 10, Section Three	C.G.S 4-87, 4-89
Working Test Period	Article 11	C.G.S. 5-230
Grievance Procedure	Article 14	C.G.S. 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16
Hours of Work	Article 16, Section One	C.G.S. 5-238 Reg. 5-238-1,2
General Wage Increases	Article 19, Sec. One	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual Increments and Lum Sum Payments at Maximum	Article 19, Sec. Two(a) Article 19, Sec. Four	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-210
Special Lump Sum Payments	Article 19, Sec. Two(b)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Longevity Payments	Article 19, Section Three	C.G.S. 5-200(k) C.G.S. 5-200(m)
Vacations	Article 42	C.G.S 5-250 Reg. 5-250-1, 2, 3
Sick Leave	Article 43, Section Four (Sick Leave Bank), Section Five (In the event of death in the immediate family)	C.G.S. 5-248 Reg. 5-247-1 through 5
Civil Leave	Article 45, Section Two	C.G.S. 5-238
Appendix D – Arbitration Protocol	Appendix	C.G.S. § 5-271(e); C.G.S. § 5-201, § 5-202, § 5-271(e) Reg. 5-201-10 through 5-201-16
NEW MOU: Drop two – Add two Steps to Pay Plan Transportation Engineer 3, Transportation Supervising	New MOU	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-212

Engineer, and Transportation Principal Engineer		
NEW MOU: Hiring Rates for Transportation Engineer 3, Transportation Supervising Engineer, and Transportation Principal Engineer	New MOU	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-206 C.G.S. 5-208(a)
NEW MOU: Drop one – Add one Step to Pay Plan Transportation Engineer 2	New MOU	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-212
NEW MOU: Drop two – Add two Steps to Pay Plan for Classes in the Information Technology Series	New MOU	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-212
NEW MOU: Hiring Rates for Classes in the Information Technology Series	New MOU	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-206 C.G.S. 5-208(a)
NEW MOU – Extension of workweek from 35 to 37.5 or to 40 hours per week for employees not in scope for IT Optimization	New MOU	C.G.S. 5-238 C.G.S 5-245 Reg. 5-238-1(a), 5-238-2 (a), (b), (c)
NEW MOU – Extension of workweek from 35 to 40 hours per week for employees in scope for IT Optimization	New MOU	C.G.S. 5-238 5-245 Reg. 5-238-1(a) 5-238-2 (a), (b), (c)
MOU – IT Optimization	Replaces former MOU – "Information Technology Transformation"	C.G.S. 5-237 C.G.S. 5-239 C.G.S 5-241
Job Openings and Right of Transfer	Ag. Experiment Station Addendum Article 4	C.G.S. 5-228 C.G.S. 5-239
Employee Handbook	Ag. Experiment Station Addendum Article 5	C.G.S. 31-40bb

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-4 Engineering, Scientific & Technical
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	2,460
	General Fund	830

Total Annual Wages (26 pay periods) All Funds: $228,475,893

		Annualized Basis (26 Pay Periods for All Years)			
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$92,882				
1st Year Contract: 2021-2022	$97,116	2.50%	2.06%	0.00%	4.56%
2nd Year Contract: 2022-2023	$102,936	2.50%	1.86%	1.64%	5.99%
3rd Year Contract: 2023-2024	$107,288	2.50%	1.73%	0.00%	4.23%
4th Year Contract: 2024-2025	$107,288	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$228,475,893	$14,213,614	$22,447,893	$31,955,966	$35,060,153	$35,270,775
Fringe Benefits Value of Current Items		$2,117,828	$3,344,736	$4,761,439	$5,223,963	$5,255,345
TOTAL WAGES AND BENEFITS		$16,331,443	$25,792,629	$36,717,405	$40,284,115	$40,526,120

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$5,711,897	$5,711,897	$5,711,897	$5,711,897	$5,711,897
(2) Annual Increment - On Time		$2,352,067	$4,704,133	$4,704,133	$4,704,133	$4,704,133
(3) $2,500 One-time payment		$6,149,650	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$14,213,614	$10,416,031	$10,416,031	$10,416,031	$10,416,031
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$5,972,298	$5,972,298	$5,972,298	$5,972,298
(2) Annual Increment - On Time			$2,216,469	$4,432,939	$4,432,939	$4,432,939
(3) $1,000 One-time payment - 7/1/2022			$2,459,860	$0	$0	$0
(4) DOT engineers +2/-2 steps with hook			$396,607	$979,654	$1,459,877	$1,571,931
(5) DOT engineer2 +1/-1 step with hook			$110,012	$222,363	$242,524	$260,346
(6) IT classes +2/-2 steps			$851,617	$1,521,958	$1,972,466	$2,053,212
(7) Increase Professional Dev Funds Funds			$25,000	$25,000	$25,000	$25,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$12,031,862	$13,154,212	$14,105,104	$14,315,726
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$6,232,429	$6,232,429	$6,232,429
(2) Annual Increment - On Time				$2,153,295	$4,306,589	$4,306,589
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$8,385,724	$10,539,018	$10,539,018
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$14,213,614	$22,447,893	$31,955,966	$35,060,153	$35,270,775
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$881,244	$1,391,769	$1,981,270	$2,173,729	$2,186,788
Medicare 1.45%	1.45%	$206,097	$325,494	$463,362	$508,372	$511,426
Unemployment 0.15%	0.15%	$21,320	$33,672	$47,934	$52,590	$52,906
SERS Normal Cost 4.1%	4.10%	$582,758	$920,364	$1,310,195	$1,437,466	$1,446,102
OPEB Contribution 3%	3.00%	$426,408	$673,437	$958,679	$1,051,805	$1,058,123
TOTAL FRINGE IMPACT	14.9%	$2,117,828	$3,344,736	$4,761,439	$5,223,963	$5,255,345
TOTAL COST OF CONTRACT - ALL FUNDS		$16,331,443	$25,792,629	$36,717,405	$40,284,115	$40,526,120

TENTATIVE AGREEMENT – P-5

ADMINISTRATIVE AND RESIDUAL [P-5] BARGAINING UNIT CONTRACT

- BETWEEN -

STATE OF CONNECTICUT

- AND -

ADMINISTRATIVE & RESIDUAL EMPLOYEES UNION LOCAL 4200-AFT/AFTCT, AFL-CIO

EFFECTIVE: JULY 1, 2016~~16~~21 EXPIRING: JUNE 30, 2021~~21~~25

COPY

TENTATIVE AGREEMENT

ARTICLE 4
EMPLOYEE BILL OF RIGHTS

Section One. Each employee covered herein shall be expected to render a full and fair days work in an atmosphere of mutual respect and dignity, free from ~~significant~~ offensive, abusive, threatening, or hostile ~~or arbitrary~~ conduct.

FOR THE ~~STATE~~: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

ARTICLE 7

UNION SECURITY AND PAYROLL DEDUCTION

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State as soon as practicable, expected to be not later than the second pay cycle of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding payroll contact, a list of all employees who have authorized dues deduction in a format dictated by the responsible payroll contact. In addition, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding payroll contact, in writing, of any revocations of said authorizations and the effective date of the same. Such revocations of collection of dues or other authorized, legitimate union deductions shall be effectuated by the State as soon as practicable, expected to be not later than the second pay cycle after notification by the Union has been provided to the corresponding payroll contact.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules.

Should a bargaining unit member approach the State or its agents seeking information on matters regarding Union membership, that bargaining unit member will be directed to the Union's website at www.andr.ct.aft.org for instructions as to how to communicate directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. The State shall rely upon information provided by the Union regarding whether deductions for the Union were properly canceled or changed, and the Union shall indemnify the State for any claims made by the employee for deductions made in reliance upon such information. Deductions may be revoked only pursuant to the terms of an employee's written authorization.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as practicable, expected to be not later than two (2) weeks after the payroll period in which such deductions are made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues or other authorized, legitimate union deductions shall be made from workers' 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 cove the period in question (non-retroactive).

Section Eight. No other organizations shall be entitled to deduction of its dues or other authorized, legitimate union deductions from the payroll.

Section Nine. The State employer shall continue its practice of payroll deductions as authorized by employees for the purposes of authorized, legitimate union deductions other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

Section Ten. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Article.

TENTATIVE AGREEMENT

Section Eleven. (a) The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

(b) The State will provide the Union with another deduction slot, if and when a slot can be provided on a bargaining unit basis.

NEW: Section Twelve: A&R will waive dues for employees who are on military leave for a qualifying operation as outlined in Comptroller's Memo 2013-24, and waives the deduction of dues and fees from the "part pay". When the part pay status ends and the employee begins receiving their full state pay (due to returning to work or using accrued leave), the payroll deduction of union dues must be reinstated ~~immediately~~ as soon as practicable, expected to be not later than the second pay cycle following the employee's return to full pay status.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 10-13-2021 DATE: 13 October 2021

TENTATIVE AGREEMENT

ARTICLE 8

UNION RIGHTS

Section One. Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration. **ADD** Employer representatives shall deal exclusively with Union designated members in any/all existing and future labor/management committees. In the case of a specialized meeting where Union representation is desired, the representative(s) will be appointed by the President or his/her designee.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.28.2022 DATE: 2/18/22

ARTICLE 8

UNION RIGHTS

Section Five. ~~**Bulletin Board.** The State will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize 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.~~ Consistent with Public Act 21-25, the Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, or other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. With the implementation of Public Act 21-25, the State will discontinue the practice of furnishing dedicated bulletin board space for Union use in each institution. Individual employees are permitted to use a State computer to visit the Union's website, and to use a State computer and email to interact with an authorized Union representative in matters involving representation and grievance processing.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 9.6.2021 DATE: 9/9/21

TENTATIVE AGREEMENT

This resolves the Union proposal to add Section Twelve (new) to Article 8

ARTICLE 8

UNION RIGHTS

Section Eight. Orientation. **(a)** The Employer will provide each new employee with a link to a copy of the collective bargaining Agreement then in force and will furnish such employee with the name of his/her steward. ~~The Employer shall notify the Union of new hires not later than the date of the first paycheck after hire.~~

NEW: (b) Except by mutual agreement of the parties, all new members of the bargaining unit shall be eligible for paid release time of one (1) hour to attend a Union orientation, if they so desire. The Employer shall have the option to choose for the orientation to be combined with a new hire orientation conducted by the Employer; in such case, the Employer will provide the Union with ten (10) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. One (1) Union designated representative shall be released from normal duty to attend such. Any additional Union designated representative(s) attending an orientation meeting shall be required to attend such using union business leave.

If the Employer chooses not to schedule its orientation within thirty (30) days after the employee's hire or not to add the Union orientation to the Employer orientation, the Union shall schedule its orientation at its discretion but consistent with the Employer's operational needs. Ten (10) days in advance of the proposed orientation date, the Union shall contact the Employer to arrange for meeting space at the Employer's facility. The Employer shall make every effort to make meeting space available within a timeframe acceptable to the Union.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 8
UNION RIGHTS

New: Section 11: The State will provide notice to the Union of new members of the bargaining unit, by forwarding the Union a simultaneous copy of the position appointment letter which initiates entry into the bargaining unit (via any relevant transaction, including hire, promotion, transfer, demotion, accretion, etc.). The hiring Agency shall transmit said position appointment letter to a union-designated email address.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 9.17.2021 DATE: 9.17.2021

TENTATIVE AGREEMENT

2/18/22

2.18.2022

ARTICLE 10 SERVICE RATINGS

Section One. All employees shall receive an annual evaluation three months prior to their anniversary date (January 1, or July 1, as applicable). (C.G.S. Section 5-210(b) for reference). When the month end falls on a holiday or weekend the rating shall be deemed timely if tendered on the first business day after said weekend or holiday. Service ratings may be issued: **(1)** during any Working Test Period, **(2)** when the employer wishes to amend a previously submitted less than good rating due to marked improvement, **(3)** and at such other times as the appointing authority deems that the quality of service of an employee should be recorded.

No second "less than good" rating shall be given until the employer has implemented a remedial plan which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. In any event, said remedial plan must be in place for at least six (6) months before a second "less than good"-rating is issued.

The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Two. A service rating will be conducted by the management designee familiar with the employee's performance in his/her current job assignment. No supervisor shall make comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

(a) If each of the rating categories is rated as "Good or Better", the following shall govern supervisory comments included with such a rating. In cases where an employee has received "Good or Better" in every job factor on the designated form (PER-127), the rater has the option to complete a comment sheet. The form for recording such comments has been negotiated by the parties, and is designated as PER-127-A. Any comments will be associated with one or more of the factors on the PER-127. Comments are limited to the one page of the PER-127-A. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the rating form, through an affirmative signature. The employee shall have until the close of the third business day from the date s/he has received the comment sheet to inform the supervisor of the decision as to whether or not to have the PER-127A attached to the PER-127. If the employee provides an affirmative signature prior to the end of the third business day, the employee may choose to revoke said signature prior to the close of the third business day. If the employee does not wish to have the PER-127-A attached to the PER-127, the employee shall not sign the PER-127-A, and the PER-127-A will not be placed in the personnel file; the employee may retain a copy for her/his records. The content of a PER-127-A is not subject to the grievance and arbitration process, regardless of whether the employee chooses to have the PER-127-A attached to the PER-127.

Section Three. Ratings of fair in two (2) categories and/or unsatisfactory in one (1) or more categories shall constitute an overall rating of "less than good". Any other rating shall be considered good, except that a fair rating in a rating category shall indicate a need for improvement. An employee who has received a "less than good" rating in any category should be counseled prior to the issuance of said rating. The supervisor shall attach to the service rating

supporting narrative for each category that is rated as "less than good".

(a) "Overall Fair Rating". Ratings of "fair" in two (2) categories shall constitute an overall rating of "Fair", which will not affect payment of the Annual Increment for the first year in which the overall "Fair" rating is issued. Two (2) consecutive overall "Fair" ratings may result in the withholding of the Annual Increment, but are not considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

(b) "Overall Unsatisfactory Rating". Ratings of "fair" in three (3) categories and/or "unsatisfactory" in one (1) or more categories shall constitute an overall rating of "Unsatisfactory". Two consecutive overall "Unsatisfactory" ratings are considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

Section Four. An employee may appeal any overall evaluation or evaluation category in which the rating was other than "good or better". The evaluator bears the burden of demonstrating the appropriateness of said evaluation.

Section Five. The service rating form and comment sheet remains ~~a~~ negotiated documents.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2·18·2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 11 PERSONNEL RECORDS

Section Two. An employee covered hereunder shall, on the employee's request, be permitted to examine ~~and copy, at a cost of ten (10) cents per page,~~ all materials in his/her personnel file, other than pre-employment material or any other material that is confidential or privileged under law. An employee may request a copy of material in the personnel file that is permitted for examination under this Section. If said material is available electronically, it shall be provided free of charge; if said material is not available electronically, it shall be provided at a cost of twenty-five (25) cents per page. 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 written authorization by the appropriate employee. The Union and/or member has the right to take an inventory of the contents of the personnel file at any time.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

ARTICLE 11

PERSONNEL RECORDS

Section Three. No new material derogatory to an employee shall be placed in the employee's personnel file unless the employee or the Union Steward has been afforded an opportunity to sign (indicating receipt of such material) and has received a copy of such material.

An employee may file a rebuttal within thirty (30) days of receipt. Absent any subsequent documented repetition of the underlying cause generating the derogatory material, the material(s) shall be deemed void as set forth below (15 months following receipt of the derogatory material) unless the parties agree otherwise.

A written reprimand which is not merged in a service rating within fifteen (15) months following the date of issuance shall be considered VOID, unless any subsequent, documented corrective measure has been taken within that period of time to address a similar underlying cause as that which resulted in the reprimand.

Notices of proven or accepted discipline and stipulated resolutions thereof are recognized as records to be retained in the personnel file unless the parties mutually agree otherwise, and such agreement is incorporated as part of the terms of said stipulation.

~~Within thirty days of receipt an employee may file a written rebuttal to such derogatory materials or request that such material not subsequently merged in a service rating be VOIDED in the record.~~

For purposes of this Section VOIDED SHALL BE DEFINED AS: 1) the document has been removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document, and 3) the document is not usable in the future as a reference or a document.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 9.17.2021 DATE: Sept. 17, 2021

TENTATIVE AGREEMENT

ARTICLE 12
SENIORITY

Section Seven. Seniority as defined above shall be utilized for the following purposes: (a) longevity, (b) length of vacation leave, and (c) vacation period selection. Effective July 1, 1984 and limited to leaves which begin on or after said date, longevity shall not include those leaves described in Section One(b)(5) and Section One(b)(6) supra. Notwithstanding the foregoing, all periods of state service shall count towards the determination of an employee's longevity entitlement **ADD** and vacation accrual rate. Effective with the accrual awarded as of the first complete month following legislative approval of this Agreement, adjusted rates of vacation accrual resulting from changes in length of service calculation based on total state service shall commence.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

ARTICLE 14
DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section Six. Interrogation. (a) An employee who is being interrogated concerning an incident or action which may 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 interrogation. The interrogation shall not in any case be delayed beyond twelve (12) working hours irrespective of the ability of the Union to provide the required representation. However, no employee will be forced to appear on the day/shift of such notice. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

(b) No employee shall be compelled to offer oral or written evidence against himself/herself in any investigation or (pre) disciplinary action. Statements by the employee in his/her own behalf shall constitute waiver of this protection.

(c) NEW An employee who is not the subject of the disciplinary investigation may be questioned by management regarding their knowledge or understanding of the matter under investigation. Said employee may request to be accompanied by a Union Steward or other representative at any meeting with management for the purpose of this questioning. Said request shall not be unreasonably denied.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

ARTICLE 15

GRIEVANCE PROCEDURE

Section Six. The Grievance Procedure.

Step I. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee. A meeting with the Union representative and/or grievant shall be held within ten (10) days of receipt of the grievance and a written response shall be issued within ten (10) days thereafter.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for ~~Director 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 for ~~Director of~~ Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for ~~Director of~~ Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary ~~Director~~ may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Add: The Union shall submit grievances to Step II by electronic mail, directed to a designated email address as identified by the Undersecretary for Labor Relations; the Office of Labor Relations shall provide email confirmation to the Union of receipt. If an individual member submits a timely grievance via paper, said method of submittal shall not, in and of itself, constitute grounds for the grievance to be deemed procedurally flawed. The Union shall establish an email address for the purpose of receipt of Step II grievance responses from the Office of Labor Relations; the Union shall provide email confirmation to the Office of Labor Relations of receipt of Step II responses.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

2/18/22

2.18.2022

ARTICLE 15

GRIEVANCE PROCEDURE

Section Nine. Arbitration. (a) The parties shall agree to ~~expand~~ **maintain** the arbitration panel ~~to~~ **of** seven (7) arbitrators from which a specific arbitrator shall be selected on a rotational basis. Each party retains the right, **to strike any particular arbitrator from the panel following said arbitrator's having convened a hearing on his/her third arbitration case between the parties.** ~~following three (3) case experiences to strike any particular arbitrator from the panel.~~

In such case, a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator. Submission to arbitration shall be by letter, postage prepaid, addressed to the Director of Labor Relations. The submission shall specify that the arbitrator must be available to schedule the beginning hearing within twenty (20) days of his/her appointment. For Arbitrator's selected to the panel after July 1, 2017 the arbitrator shall not have a cancellation period greater than 3 **calendar** weeks. 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. Cases involving discharges, transfers, layoffs, or actions in which delay might render any remedy moot shall be given preferential scheduling.

(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 suspension in excess of five (5) days, the parties may 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 costs thereof.

2/18/22

2.18.2022

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

(c) The arbitrator 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 a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties jointly agree otherwise. The arbitrator's decision shall be final and binding on the parties in accordance with C. G. S. 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.

Late Arbitration Awards. On those cases in which an arbitrator fails, without permission of the parties, to render a decision within the contractual time limits:

(a) The award shall be void.

(b) The arbitrator shall be dropped from the panel.

(c) The arbitrator shall not be paid.

Expedited Arbitration. Expedited arbitration shall be available in those cases where time based issues are critical and for other grievances where the parties agree that such speedier process is mutually advantageous. The procedure for said grievances shall be as follows:

(1) Grievance files at Step II within ten (10) days of notice of the action.

(2) Step II conference within ten (10) work days of receipt.

(3) Employer response within three (3) work days of conference.

(4) Claim for arbitration to be filed within seven (7) work days of receipt of the Step II response.

(5) Arbitration to be scheduled within twenty (20) work days of claim.

(6) Arbitration decision may be issued as bench decision, by mutual agreement of the parties, but in all cases the award will be issued within ten (10) days of the close of the hearing. All deadlines specified in this section may be waived by mutual, written consent of the parties. It is recognized that in scheduling an expedited arbitration, a regular grievance scheduled for arbitration may be replaced by the expedited grievance with mutual agreement of the parties. Furthermore, it is recognized that the failure to meet the appeal time frames established for the Union to move the grievance forward serves as removal of the grievance from expedited status to regular grievance status.

Section Ten. (a) Notwithstanding any other provision of this Agreement, the following matters shall be subject to the grievance procedure but not to arbitration:

(1) compliance with health and safety standards covered by CONN OSHA:

(2) disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

(b) Notwithstanding any other provision of this Agreement, the following matters shall not be subject to either the grievance procedure or arbitration:

(1) dismissal of non-permanent employees.

(2) the decision to make a layoff and non-disciplinary termination of employees.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 15

GRIEVANCE PROCEDURE

Section Eleven. ~~**(a)**~~ The existing procedures for handling appeal of rejection from admission to examination ~~and disputes over reclassification~~ shall remain in force~~, except that the final step of the reclassification procedure shall be the same as the final step in the appeal of rejection from admission to examination, with the decision to be rendered within forty five (45) days~~.

~~**(b)** The Union shall be entitled to have a representative attend all deliberations of the reclassification panel and to offer input during the said deliberations.~~ **Employees shall have recourse to pursue disputes over reclassification and Temporary Service in a Higher Class payments under the appeal procedure for reclassification per Article 15a, but not under the grievance or arbitration process.**

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

2/18/22

2.18.2022

Article 15a (NEW)
Reclassification Appeal Procedure

Section One. Step 1 (Agency). The first step of the reclassification grievance shall be the Commissioner of Administrative Services (DAS), or designee. The DAS Human Resources Business Partner or Agency Human Resources Professional from the Agency in which the grievant is employed, or designee, will hold a meeting with the Union designee, the grievant, and any witnesses virtually and issue a written response within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

Section Two. 2 (Panel). The procedures for Reclassification Appeals per Sections Two, Three, and Four of this Article shall be implemented as a pilot program, for a period commencing with legislative approval and continuing for the duration of the collective bargaining agreement. Toward the conclusion of the pilot period, the State and the Union shall meet and discuss whether the Pilot shall be continued by mutual agreement, modified, or terminated. Either the State or the Union may choose to terminate this Pilot at the conclusion of the pilot period, in which case the Pilot will remain in effect until a replacement procedure is negotiated. The Parties agree to expedite negotiation of a replacement procedure, should the need arise. While the procedures of the Pilot are in effect, the terms of Memorandum of Understanding II are deemed suspended by the Parties.

(a) An unresolved reclassification grievance may be appealed to the Commissioner of Administrative Services within seven (7) working days of receipt of the Step 1 response or its due date. An appeal panel shall be appointed consisting of one (1) Human Resources Professional experienced in job classification, appointed by the Commissioner of Administrative Services or designee, (1) Union representative experienced in job classification, appointed by the Union, and one (1) Management representative, appointed by the Appointing Authority of the Agency from which the grievance originated. The Commissioner or designee shall designate the chairperson for the panel. The panel shall, at all times, consist of three (3) members. The preferred method for conducting the panel conference shall be through virtual means; however, upon mutual agreement, the conference may be held in person. The Classification Panel shall hold a conference (either virtual or in person) on a date mutually agreed upon by the State and the Union.

(b) Any and all conference and grievance-related meetings held under this Article shall be held consistent with the terms specified under Article 15, Section Twelve. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step I or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify bargaining agreement or grant either party matters which were not obtained in the bargaining process. Witnesses shall be compensated in accordance with Article 15, Section Nine. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services

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designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

Section Three. Panel Action. The Panel shall hear and decide and issue a written response within thirty (30) calendar days of the conference. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing, signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with merit system conditions. Such decision shall include a brief statement of facts supporting the decision. The original grievance, along with all documents, evidence, and other written data relating to the case shall be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy.

Section Four. Panel Decision. The Panel Decision referenced in Section Three above shall be by majority vote, and may be any of the following:

(a) The Panel votes in favor of reclassification, and proceeds as follows:

(1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for reclassification, along with a complete record of grievance material.

(2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Reclass Panel, to discuss their recommendation.

(3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.

(b) The Panel sustains the appeal and payment for service in the higher class is authorized, consistent with Six, but reclassification is not recommended because:

(1) existing merit system conditions do not permit appointment;

(2) the organizational structure and/or staffing conditions do not support the additional position;

(3) of other reason (state reason).

(4) The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

(c) The Panel denies the appeal.

Section Five. In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

Section Six. An employee whose reclassification appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31) working day from the date which

the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior to the submission of the grievance at Step I.

Section Seven. TSHC Appeals. Appeal rights for employees seeking payment for Temporary Service in a Higher Class are specified in Article 28. The appeal process for TSHC payment shall be the same as for reclassification, under the pilot program described in Sections Two, Three, and Four of this Article. A Panel Decision in a TSHC appeal may be either:

(a) The Panel votes in favor of TSHC, and proceeds as follows:

(1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for TSHC, along with a complete record of grievance material.

(2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Panel, to discuss their recommendation.

(3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.

(b) the Panel denies the appeal. At the discretion of the Panel, a denial may also include instruction to remove one or more duties.

(c) Remedy for a sustained appeal shall be consistent with the terms specified in Article 28. The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 16

HOURS OF WORK

Section Two. For the purpose of determining hours of work, a duty station shall be defined as the State-owned or leased building, or other locations at which an employee reports for duty. An employee's work day shall begin at the duty station except as outlined below.

(a) For designated field employees, the duty station shall be defined as the first business call. However, if the first or last business call is more than thirty (30) minutes from home (if by personal vehicle), pickup point (if by State vehicle) or hotel/motel (if traveling outside of the State on State business), the excess over thirty (30) minutes shall be considered as time worked. Provided, however, if the employee resides outside of the State of Connecticut, the standard work day will be measured from the State line when conducting field assignments in Connecticut or passing through Connecticut on field assignments. Such employee conducting field assignments in his/her State of residence will use his/her personal residence as the point of reference for measuring the thirty (30) minute time period above. Provided, however, designated field employees who conduct field assignments in other States will use the hotel/motel in which they stayed the night prior to the call as the point of reference for measuring the thirty (30) minute time period above. The out of State lunch reimbursement policy shall not apply to designated field employees living out-of-state who perform field assignments in their State of residence and/or in Connecticut. Meal reimbursement shall apply for all field assignments outside of Connecticut and outside the individual's State of residence. Meal reimbursements shall be paid at rates specified in Article 25, Section Thirteen.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 3.28.2022 DATE: 3/16/22

TENTATIVE AGREEMENT

ARTICLE 16

HOURS OF WORK

Section Five (d)

(5) Employees who are consistently denied compensatory time off under Subsection 1 or 2 may grieve up to but not beyond the **Secretary of the Office of Policy and Management** ~~Commissioner of Administrative Services~~. The **Secretary or designee** ~~Commissioner~~ may direct the granting of the compensatory time **off** or ~~request that the Office of Policy and Management~~ authorize payment of such compensatory time in lieu of time off. The employee will either receive compensatory time off or payment.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

ARTICLE 16

HOURS OF WORK

Section Five (e)

(e) Overtime pay shall not be pyramided. When practicable, overtime ~~checks~~ shall be paid no later than the second payroll period following the overtime worked.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

ARTICLE 16

HOURS OF WORK

Section Seven. Essential Employees. **(a)** When an employee is required to physically report to work despite the Governor (designee) ordering a closing of some or all of that employee's normal shift, the following shall apply: In addition to any overtime involving the shift, the employee shall receive straight compensatory time, in addition to the employee's regular pay, for the hours worked during the employee's normal shift when the State has been ordered closed.

(b) When an essential employee is not afforded the opportunity to decline telework on a closure day that falls on a non-telework day, said essential employee will be treated as if he or she were required to physically report to work.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2/8/2022 DATE: 2/18/22

2/10/22

2.18.2022

ARTICLE 17

HOLIDAYS

Section Three. Holiday Pay. Each full time employee shall receive pay for the holidays as designated in Section One as follows.

1. When an employee's schedule includes a holiday, but the employee is not obligated to work on that designated holiday, said employee shall receive his/her regular week's pay for the week in which the holiday falls [said holiday pay is equal to eight (8) hours].

2. When an employee is neither scheduled to work, nor called-in on the holiday the employee shall receive a compensatory day of eight (8) hours.

3. If an employee works on the holiday as part of his/her regular schedule, the employee shall receive a compensatory day off plus he/she shall be paid time and one-half for all hours worked on the holiday.

(a) By mutual agreement between the employee and the agency, any single holiday listed above, may be worked in exchange for a day off on the day following Thanksgiving.

4. An employee who is scheduled to be off on a holiday but is called in on that holiday shall receive pay at time and one-half for all hours worked plus a compensatory day off.

5. An employee regularly scheduled for less than a full day on a holiday shall be compensated as follows:

(a) An employee who works shall be paid time and **one-half** plus a compensatory day as in Section Three above.

(b) An employee who does not work shall receive a total of eight (8) hours holiday credit, which shall be applied so as to guarantee a full week's pay in the week of the holiday. The excess shall be banked as compensatory time.

6. Except where otherwise provided herein, a compensatory day paid to an employee who actually worked on the holiday shall be equal to eight (8) hours. Any current stipulated agreements regarding the length of the compensatory day shall be deemed void by virtue of this provision.

TENTATIVE AGREEMENT

ARTICLE 17

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 18
VACATIONS

Section Six. Personal Leave. In addition to annual vacation, each appointing authority shall grant three (3) days of personal leave with pay each calendar year to each employee in a full-time permanent, full-time durational position, or full-time trainee position who has six (6) months of State service since date of last hire. ~~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.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

[This agreement results in the withdrawal of Union proposals for Article 19, Section Three (d) and Article 19, Section Three (e).]

ARTICLE 19

SICK LEAVE

Section Three.

(c) in the event of DELETE ~~critical~~ illness or DELETE ~~severe~~ injury to a member of the immediate family **ADD** as defined in Section (b) creating DELETE ~~an emergency~~ **ADD** a need for the employee to provide in-person care and/or support, provided that not more than DELETE ~~five (5)~~ **ADD ten (10)** days of sick leave per calendar year shall be granted therefore;

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 9.17.2021 DATE: Sept. 17, 2021

TENTATIVE AGREEMENT

ARTICLE 20
SICK LEAVE BANK

Section Three. Benefit Amount. Benefits under this Article shall be paid at the rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the DELETE ~~sixteenth (16th)~~ **ADD** fifteenth (15th) calendar day after the exhaustion of leave or Workers' Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year; more than two hundred (200) one-half (1/2) days per year of illness or injury; or if the fund is depleted. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

ARTICLE 22

HEALTH PROGRAM

Section One. Where an employee's job specification requires a physical examination or when, in the judgment of the Employer, a physical examination is directly related to job performance and is required, the Employer will provide such examination free of charge. The State will continue to offer free immunization programs, subject to operating needs of the Employer.

~~**Section Two.** The parties shall continue the availability and maintenance of a list of State or public health service clinics where employees may receive, free of charge, examination for the following health services: Chest X-Rays, venereal disease, pap smear, E.K.G, glaucoma and stress testing. The parties may, by mutual Agreement, establish a Committee to arrange and coordinate scheduling of such services. Any time spent in receiving services hereunder shall be on the employee's free time or chargeable to accrued leave time.~~

Section ~~Three~~ Two. Disputes over the application of this Article shall be neither grievable nor arbitrable.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 23

GROUP HEALTH INSURANCE

Section One. Health Insurance. For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective unless modified through the Health Care Cost Containment process or by mutual agreement of the ~~parties~~ State and SEBAC as prescribed by statute.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

ARTICLE 23

GROUP HEALTH INSURANCE

Section Two. Life Insurance. The existing group life insurance program shall continue in force for the duration of this Agreement unless varied by mutual agreement of the ~~parties~~ State and SEBAC as prescribed by statute or legislative action.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

Note: This Tentative Agreement addresses Sections One, Two, and Three of Article 24. Tentative Agreements for Sections of Article 24 other than Sections One, Two and Three are included in separate Tentative Agreement documents.

ARTICLE 24

COMPENSATION

~~**Section One. General Wage Increases.**~~

~~There shall be no general wage increase paid to any P-5 bargaining unit employee for the 2016-2017, 2017-2018 and 2018-2019 contract years. There shall be a one-time payment of $2,000 to all employees, or top-step payment plus $1,000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payment shall be paid in July of 2018. The top-step payment shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.~~

~~Effective with the pay period that includes July 1, 2019, the base annual salary for all P-5 bargaining unit employees shall be increased by three and one half percent (3.5%).~~

~~Effective with the pay period that includes July 1, 2020, the base annual salary for all P-5 bargaining unit employees shall be increased by three and a half percent (3.5%).~~

Section One. General Wage Increase.

Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for P-5 employees who are active employees in the bargaining unit on the date of legislative ratification, and to former P-5 employees who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

Effective with the pay period that includes July 1, 2022, the base annual salary for all P-5 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-5 employees who are active employees in the bargaining unit on July 1, 2022.

Effective with the pay period that includes July 1, 2023, the base annual salary for all P-5 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-5 employees who are active employees in the bargaining unit on July 1, 2023.

Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 24 (Compensation), Section 1 (General Wage Increase) and Section 2(a) (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

~~**Section Two. Annual Increments.**~~

~~Effective July 1, 2019, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice, except as provided otherwise in this agreement.~~

Section Two. Annual Increments and Special Lump Sums.

(a) **Annual Increments.** Retroactive to July 1, 2021 and upon legislative approval, the annual increment for the 2021-2022 contract year shall be paid for those who are an active employee in the bargaining unit on the date of legislative ratification, and to employees who left in good standing with ten (10) years or more of state service or who retired between July 1, 2021 and the date of legislative ratification. Those employees eligible for a top step payment shall receive such payments when increments would normally apply.

Employees will continue to be eligible for and receive annual increments and top step payments during the terms of this contract and in accordance with existing practice for contract years 2022-2023 and 2023-2024.

Effective July 1, 2022, employees in accreted classifications using the "modified/range" plan shall be eligible for a three percent (3%) annual increment increase when the bargaining unit is awarded an annual increment. Such an increase may not allow an employee to receive a rate of pay above the maximum of the range. Any time a 3% would result in a calculation exceeding the maximum of the range, the employee will receive the percentage increase that would place the employee at the maximum of the range; the balance of the increase will be payable in a lump sum.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of the employee's annual rate of pay in effect when the payment is made. Such payment shall be made on the date when the annual increment would normally apply. The same two and one-half percent (2.5%) payment shall apply to individuals who are at the maximum of the range on a "modified/range" plan. The Top Step Payment, once earned, shall be a continuing part of the employee's wages for all calculations thereafter, so long as the employee remains in that salary grade. ~~The first Top Step payment for contract year 2018/2019 for those eligible shall be made on or about July 1, 2018.~~

JD 3/16/22 3.28.2022

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 19 (Compensation), Section 1, (General Wage Increase) and Section 2(a) (Annual Increments) only. During any "opener" contemplated under this provision, only Sections 1 and 2(a) of Article 19 (Compensation), shall be open and all other provisions shall remain in full force and effect.

(b) **Special Lump Sums.** Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a two thousand five hundred dollar ($2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time

bargaining unit members. The special lump sum payment shall be paid to bargaining unit members who are an active employee on the date of legislative ratification, and to bargaining unit members who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit on that date shall receive a one thousand dollar ($1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members and shall be paid in the payroll including July 1, 2022.

Section Three. Longevity.

(a) Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. ~~The October 2017 longevity payment shall be paid on time. The April 2018 longevity payment will be delayed until July 2018.~~

(b) No employee 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

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/16/22

TENTATIVE AGREEMENT

ARTICLE 24
COMPENSATION

Section Four. Shift and Weekend Differential. **(a)** The existing rules, regulations and rates for night shift differential will continue in force except as follows:

(1) The night shift differential shall be ~~sixty-five ($.65) per hour. Effective the pay period including July 1, 2005 the shift differential shall be seventy cents ($.70) per hour. Effective the pay period including July 1, 2006 the shift differential shall be~~ seventy-five cents ($.75) per hour. Effective the pay period including July 1, 2022, the night shift differential shall be one dollar ($1.00) per hour. Effective the pay period including July 1, 2024, the night shift differential shall be one dollar and twenty-five cents ($1.25) per hour.

(2) Those employees who have selected an alternative work schedule shall not receive shift differential for any hours within the bandwidth hours of AWS.

(3) Employees at or below Salary Grade ~~18~~24 shall be eligible for shift differential.~~; effective the pay period including July 1, 2005 the salary eligibility for entitlement of shift differential will be Salary Grade 24 and below.~~ Teletrack Line Supervisors shall qualify for the night shift differential provided all other eligibility criteria are met.

(b) Weekend Differential. For the purpose of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

1. Weekend differential shall be paid for working a full shift with the majority of shift hours falling on the weekend.
2. Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.
3. The weekend differential shall be ~~forty cents ($.40) per hour. Effective the pay period including July 1, 2005 the weekend differential will be forty five cents ($.45) per hour. Effective the pay period including July 1, 2006 the weekend differential will be~~ fifty cents ($.50) per hour. Effective the pay period including July 1, 2022, the weekend differential will be ninety cents ($0.90) per hour.
4. Employees at or below Salary Grade ~~18~~24 shall be eligible for the weekend differential. ~~Effective the pay period including July 1, 2005 the salary eligibility for 56 entitlement of weekend differential will be Salary Grade 24 or below.~~ Teletrack Line Supervisors shall be eligible for said differential provided that all other eligibility criteria are met.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/16/22

TENTATIVE AGREEMENT

ARTICLE 24
COMPENSATION

Section Five. An employee who is promoted to a position on a Step plan, whether provisionally or permanently, shall receive an increase equivalent to not less than the amount of an increment in the salary group of the classification to which he/she is promoted, but not to exceed the maximum for the new classification. Effective July 1, 2022, employees promoted to a position on a P-5 "modified/range" plan or promoted within a P-5 "modified/range" plan shall receive an increase to the minimum of the promotional range, or 3%, whichever is greater (except that the wage calculation shall not exceed the maximum for the new classification).

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/7/2022

5/16/22

TENTATIVE AGREEMENT

ARTICLE 24
COMPENSATION

Section Six.

By March 31st of each contract year, the Union shall advise the Office of Labor Relations that it would like to transfer uncommitted balances, or any portion thereof, existing in the P-5 Professional Development and Conference Fund to the P-5 Tuition Reimbursement Fund and use it to offset shortfalls in tuition reimbursements. The parties shall notify the Office of the State Comptroller that they reached mutual agreement on the amount that shall be transferred from the Professional Development and Conference Fund to the Tuition Reimbursement Fund. Once any Professional Development and Conference Funds balance or any portion thereof, has been transferred to the Tuition Reimbursement Fund, those funds may be used to reimburse tuition reimbursement applications per current practice.

~~Effective July 1, 2017, the State will allocate two hundred thousand dollars ($200,000) to the Tuition Reimbursement Fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.~~

~~Effective July 1, 2018, the State will allocate two hundred thousand dollars ($200,000) to the Tuition Reimbursement Fund.~~

~~Effective July 1, 2019, the State will allocate two hundred twenty five thousand dollars ($225,000) to the Tuition Reimbursement Fund.~~

~~Effective July 1, 2020, the State will allocate two hundred twenty five thousand dollars ($225,000).~~

Effective July 1, 2021, the State will allocate two hundred twenty-five thousand dollars ($225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2022, the State will allocate two hundred twenty-five thousand dollars ($225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2023, the State will allocate two hundred twenty-five thousand dollars ($225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2024, the State will allocate two hundred twenty-five thousand dollars ($225,000) to the Tuition Reimbursement Fund.

ART 24 SEC 6

Unused funds from one contract year will be carried forward into the following contract year; however, unused funds at the expiration of the contract term shall lapse.

Tuition reimbursement shall be equal to seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs; however, such reimbursement shall not exceed the actual cost of each course. Employees shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/7/2022

TENTATIVE AGREEMENT

ARTICLE 24
COMPENSATION

Section Nine.

~~Effective July 1, 2016, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred dollars ($100). Effective July 1, 2017 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred dollars ($100). Effective July 1, 2018 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred dollars ($100). Effective July 1, 2019 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred ten dollars ($110). Effective July 1, 2020~~ Employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred ten dollars ($110). Effective July 1, 2022, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred twenty dollars ($120).

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/7/2022

TENTATIVE AGREEMENT

ARTICLE 24
COMPENSATION

Section Ten. On-Call/Standby Pay. For those employees who are by managerial direction, assigned on-call/standby status and must be available for service and must respond if contacted, a sum of one dollar ~~twenty-five cents ($1.25)~~ fifty cents ($1.50) per hour shall be paid for each hour so assigned and for holiday on-call/standby the rate will be two dollars fifty cents ($2.00~~00~~50) per hour. Effective July 1, 20~~19~~22, the rate shall be increased to ~~one dollar fifty cents ($1.50)~~ two dollars twenty-five cents ($2.25) per hour and for holiday on-call/standby, the rate will be ~~two dollars fifty cents ($2.50)~~ the rate will be three dollars ($3.00) per hour. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed one hundred seventy-five dollars ($175) per employee per week. Effective July 1, 2022, the weekly compensation for any on-call/standby assignment shall not exceed two hundred fifty dollars ($250) per employee per week.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/7/2022

TENTATIVE AGREEMENT

Article 24

Compensation

Section Eleven. Overpayment Procedure. When the Employer determines that an employee has been overpaid, it shall notify the employee of this and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period in which the employee was overpaid unless the Employer and employee agree to some other arrangements. (For example: an employee who has been overpaid by five dollars ($5.00) per pay period for six months shall refund the Employer at the rate of five dollars ($5.00) per pay period over six months.)

In the event the employee contests whether or how much he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. This section shall apply to overpayments, which occur after July 1, 1987.

ADD (a) Look Back & Recovery. Audits of accruals and/or recovery of overpayment shall be limited to five (5) calendar years prior to the date of the State's determination of excess accrual or overpayment.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 24
COMPENSATION

Section Twelve. Home Office Premium. On or about December 1 of each contract year, employees in the following classifications who are expected to use their home to conduct State business shall receive ~~two hundred fifty~~three hundred dollars ($~~250~~300): ~~Department of Agriculture Inspector Dairy or Department of Agriculture Inspector Poultry and Livestock~~ Agriculture Marketing and Inspection Representative 1, Agriculture Marketing and Inspection Representative 2, and Agriculture Marketing and Inspection Supervisor. ~~Effective July 1, 2019 the rate shall be increased to three hundred dollars ($300).~~

Said payments shall be proportionately reduced for those employees who use their home to conduct State business for less than a full year, measured from July 1 – June 30. Notwithstanding the above provision, the current practice pertaining to Hours of Work, Section Two shall continue in force.

~~The first payment under this Section shall be made on or about December 1, 2017 for the period commencing July 1, 2017 to June 30, 2018.~~

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/24/22

TENTATIVE AGREEMENT

ARTICLE 25
TRAVEL EXPENSES AND REIMBURSEMENTS

Section Five. **(a)** No employee required to use his/her personal vehicle for State business shall receive mileage reimbursement of less than two dollars ($2.00) per day. Effective July 1, 2022, the minimum daily mileage reimbursement provided under the terms of this Section shall be increased to three dollars ($3.00).

(b) Auto Usage Fee. Employees required to utilize (or have available for work related response) a personal vehicle for fifty percent (50%) of the assigned monthly work days shall be paid a daily auto usage fee equal to four dollars ($4.00) for each day of required availability or five dollars ($5.00) for each day of required usage, for each work day of such month which shall be in addition to the mileage reimbursement described in Section Two. Effective July 1, 2022, the Auto Usage Fee amounts provided under the terms of this Section shall be increased to five dollars ($5.00) for each day of required availability or six dollars ($6.00) for each day of required usage.

Said Usage shall be evaluated and paid on a monthly basis upon presentation of travel expense reimbursement.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/16/22

TENTATIVE AGREEMENT

ARTICLE 25
TRAVEL EXPENSES AND REIMBURSEMENTS

Section Ten.

(a) Out of State Travel. ~~Effective Upon Legislative Approval:~~ An employee who is required to travel overnight and out of state on State business for a period of two (2) or more consecutive days shall receive a ten dollar ($10.00) lump sum undocumented reimbursement for each day, or partial day, of said business trips, but shall receive no payment for the return day if said return travel ends prior to 7:00 a.m. on that day. Effective July 1, 2022, the lump sum reimbursement provided under the terms of this Section shall be increased to twelve dollars ($12.00).

(b) Premium City Supplement. The Employer shall pay a premium to each employee assigned out of state to cities within Zone 1 and 1A on the Travel Reimbursement policy or outside of the continental United States of America in accordance with current qualification practices. The premium shall be six dollars ($6.00) per day for contract years 2003-2004. In contract year 2005-2006, the Supplement shall be increased to eight dollars ($8.00) per day.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3·28·2022 **DATE:** 3/7/2022

TENTATIVE AGREEMENT

ARTICLE 25
TRAVEL EXPENSES AND REIMBURSEMENTS

Section Thirteen. (a) An employee who qualifies for a reimbursable meal shall be compensated as follows:

Breakfast	**$ 11.00**
Lunch	**$ 15.00**
Dinner	**$ 26.00**
	$ 52.00

Effective July 1, 2022, an employee who qualifies for a reimbursable meal shall be compensated as follows:

Breakfast	$ 12.00
Lunch	$ 16.00
Dinner	$ 27.00
	$ 55.00

An employee is not eligible for meal reimbursement for any full meal that is included in the cost of a conference or other training assignment.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 3-25-2022 DATE: 3/16/22

TENTATIVE AGREEMENT

ARTICLE 25
TRAVEL EXPENSES AND REIMBURSEMENTS

Section Sixteen. Other Business-Related Expenses. Employees shall be fully reimbursed for all other business-related expenses, including but not limited to telephones, telegrams, tolls, parking charges, and ground transportation, so long as they were incurred in the conduct of State business and to the extent that such charges exceed twenty-five dollars ($25.00), verified by receipts. Employees shall be reimbursed for gratuities to ~~hotel/motel maids~~ housekeeping staff at the rate of up to ~~one dollar ($1.00)~~two dollars ($2.00) per night for stays of three (3) or more consecutive nights. Effective with the pay period that includes July 1, 20~~08~~22, the rate of reimbursement for gratuities to housekeeping staff shall be increased to ~~two dollars ($2.00)~~ three dollars ($3.00) per night for stays of three (3) or more consecutive nights.

This provision shall be deemed to supersede the provisions of Section Four (a)(3) (Miscellaneous) and Five (Miscellaneous) of the travel regulations. (No duplication of payments).

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 3.28.2022 DATE: 3/7/2022

2.18.2022

ARTICLE 28
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. Extended absence is one which is expected to last more than thirty (30) consecutive working days.~~

Section One. (a) Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level. Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are also subject to the approval of the Secretary of the Office of Policy and Management (or designee). An extended assignment constituting Temporary Service in a Higher Classification is one which is expected to last more than thirty (30) consecutive working days.

(b) The number of supervisees standing alone will not be a bar for TSHC compensation for any individual who is assigned to perform temporary duties consistent with this Article where the level of responsibility is substantially the same as that of an individual covered by a higher classification.

~~**Section Two. (a)** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31) 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.~~

Section Two. (a) An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31) consecutive working day, be paid for such actual work, subject to review and approval by DAS and OPM, as indicated above. Payment shall be 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 in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d).~~

2/18/22

2.18.2022

(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). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 15.

(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.~~

(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority an immediate reassignment to his/her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

~~**(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 rights shall accrue. In those cases in which an employee makes separate claims for reclassification and temporary service coverage, the employee shall be entitled to back pay, if successful, retroactive to the earliest contractual date permitted by either procedure (as if the cases had been jointly filed).~~

(d) In the event the Commissioner of Administrative Services (or designee) 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, or may request reassignment to his/her former duties. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

If reassignment is granted by the appointing authority, the employee may appeal for TSHC compensation if the duration of the period of actual work performed at the higher level exceeded 30 consecutive working days prior to the reassignment. The employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

If reassignment is denied by the appointing authority, the employee may appeal for TSHC compensation once the duration of actual work performed at the higher level exceeds 30 consecutive working days. The employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Nothing in this Section is intended to preclude an individual employee from making separate claims for reclassification and/or temporary service coverage, with recourse under the reclassification procedure, but not under the grievance and arbitration procedure. In any such case in which an employee makes separate claims, the effective date of the assignment shall represent the retroactive payment date for remedy, should the employee prevail in either appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

ARTICLE 29

OUT OF TITLE WORK

Section One. Working out-of-title shall be defined as the temporary assignment by an appointing authority to perform duties not within any existing job classification for a period which exceeds ninety (90) days, provided such assignment is approved by the **Secretary of OPM or designee** ~~Commissioner of Administrative Services~~. Said assignment, in order to qualify for treatment hereunder, shall meet the conditions outlined herein.

Section Two. In determining out-of-title work hereunder, the employee shall not be entitled to coverage of this section if:

(a) The duties alleged to be out of title are: **(1)** Normally performed by employees in the grievant's title and are not described in another title; or **(2)** reasonably related to the class specifications for the grievant's title; or **(3)** new duties which are a reasonable outgrowth of duties assigned to the grievant's class.

(b) The grievance or complaint is more appropriately addressed by use of the procedures providing for

(1) class reevaluation

(2) temporary service in a higher classification

(3) reclassification grievances.

Section Three. The appointing authority making such assignment shall immediately issue to the employee a written notification of such assignment and concurrently submit a request seeking approval of the establishment of a temporary new class in accordance with the following:

(a) Requests must give complete justification for both need to fill position immediately and for establishment of the class. Such requests shall include therewith a completed duties questionnaire and a copy of the written notification to the employee. An outline of the proposed specification listing typical duties, experience and training requirements and suggested minimum qualifications must be enclosed. Salary determination for temporary class title will be subject to evaluation by the **Budget** ~~Personnel~~ Division ~~and to the~~

2.10.2022

2/10/22

~~Commissioner of Administrative Services~~ and Secretary of the Office of Policy and Management ~~approval of new classes~~.

(b) (1) **The Secretary of the Office of Policy and Management** ~~Commissioner of Administrative Services~~ will notify Agency Head of the temporary class title and salary group and will request submission of appropriate forms to establish the position. Appointments may be made after approval. Appointments to temporary classes are temporary and normally will not exceed ninety (90) days. Extension of an additional ninety (90) days may be required to complete the evaluative and approval process.

(2) In the event the assignment is approved the **Secretary of the Office of Policy and Management** ~~Commissioner of Administrative Services~~, the employee shall be compensated for the performance of duties retroactive to the thirty-first working day of service.

(3) If the **Secretary of the Office of Policy and Management** ~~Commissioner of Administrative Services~~ has not approved the assignment within two (2) months of receipt of the request, or in the event the **Secretary of the Office of Policy and Management** ~~Commissioner of Administrative Services~~ disapproves the request on the basis that in his/her judgment the assignment does not constitute working out-of-title, the employee shall have recourse for appeal of such action under the appeal procedure for reclassification, but not under the grievance or arbitration procedure.

Section Four. Upon notification that the Commissioner of Administrative Services and the Secretary of the Office of Policy and Management have established a permanent class, the following procedure should be followed:

(a) As soon as notification is received that the Commissioner of Administrative Services and Secretary of the Office of Policy and Management have approved the establishment of a permanent class to replace a temporary class title, appropriate forms requesting the establishment of a new position with the approved permanent title and canceling the temporary class title should be submitted. The effective date should be the date of establishment of the class.

(b) After receipt of approval, appropriate transactions transferring the employee from temporary to provisional status and requests to start the examining process should be submitted.

2.18.2022

2/18/22

TENTATIVE AGREEMENT

Art 29

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 30
TRANSFERS

Section Three. Transfer to Another Agency.

(c) **(1)** An employee who voluntarily transfers to another agency may request a return to his/her former position within **DELETE** ~~three (3)~~ **ADD** four (4) weeks following transfer.

2/18/22

2.18.2022

TENTATIVE AGREEMENT

ARTICLE 30

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

TENTATIVE AGREEMENT

ARTICLE 31
TRAINING AND PROFESSIONAL LEAVE

Section Six. Professional Development and Conference Fund.

~~Effective July 1, 2017, the State will allocate one hundred twenty thousand dollars ($120,000) to the Professional Development and Conference Fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.~~

~~Effective July 1, 2018, the State will allocate one hundred twenty thousand dollars ($120,000) to the Professional Development and Conference Fund.~~

~~Effective July 1, 2019, the State will allocate one hundred twenty five thousand dollars ($125,000) to the Professional Development and Conference Fund~~

~~Effective July 1, 2020, the State will allocate one hundred twenty five thousand dollars ($125,000) to the Professional Development and Conference Fund~~

Effective July 1, 2021, the State will allocate one hundred twenty-five thousand dollars ($125,000) to the Professional Development and Conference Fund.

Effective July 1, 2022, the State will allocate one hundred thirty-five thousand dollars ($135,000) to the Professional Development and Conference Fund.

Effective July 1, 2023, the State will allocate one hundred forty-five thousand dollars ($145,000) to the Professional Development and Conference Fund.

Effective July 1, 2024, the State will allocate one hundred forty-five thousand dollars ($145,000) to the Professional Development and Conference Fund.

In addition, the Union may develop, subject to approval by the State, programs, the cost of which will qualify for said funds. Existing guidelines for usage and reimbursement shall remain in effect unless varied by mutual agreement of both parties. Any unexpended funds, which exist at the end of any contract year, shall roll over for use in the next succeeding year. All funds remaining at the end of the contract shall revert to the State unless the parties agree otherwise.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/7/2022

TENTATIVE AGREEMENT

ARTICLE 31
TRAINING AND PROFESSIONAL LEAVE

Section Seven. Professional Development Funds. Each employee shall be entitled to a maximum of six hundred dollars ($600.00) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at conferences, seminars, and programs. Effective July 1, 2022, the entitlement shall be increased to seven hundred dollars ($700) per contract year. This entitlement may be combined once in any two (2) year period. An employee may use a previous year's unused entitlement for up to twelve hundred dollars ($1,200) provided prior year funds were rolled over and available. Effective July 1, 2022, an employee may use a previous year's unused entitlement for up to fourteen hundred dollars ($1,400) provided prior year funds were rolled over and available. The fund assumes no liability for any costs incurred by an employee without obtaining prior approval by the Office of the Comptroller.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/7/2022

TENTATIVE AGREEMENT

ARTICLE 36

METHOD OF SALARY PAYMENT

Section Two. Employees are encouraged to participate in direct-deposit. Regular paychecks will be available for distribution at the agency by 3:00 p.m. on alternate Thursdays.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14/4/4 2021 DATE: 07-14-2021

ARTICLE 38

MISCELLANEOUS

Section One. The parties will cooperate in arranging for the most economical and expeditious printing of this Agreement by a unionized printer in booklet form and will share the cost of same. The Union will be provided with **an initial allotment of** ~~six~~ **two** thousand (~~6~~ **2**,000) copies of the contract. **Over the life of the Agreement, the Union may request subsequent allotments, up to a total of two thousand (2,000) additional copies of the contract; the parties will share the cost for the printing of additional copies requested by the Union.**

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

ARTICLE 42

LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall become effective in accordance with the procedures in C.G.S. Section 5-278. If the Legislature rejects the Agreement, the parties shall act in accordance with C.G.S. Section 5-278 ~~return to the bargaining table~~.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 14 July 2021 DATE: 07-14-2021

TENTATIVE AGREEMENT

ARTICLE 44

DURATION OF AGREEMENT

This Agreement shall be effective on July 1, ~~2016~~ **2021** and shall expire on June 30, 202~~1~~**5**.

The parties acknowledge that the resolution of this Agreement resolves and discharges all other claims which form the Contract reopener provisions of their predecessor Agreement.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party. The provisions of C.G.S. Section 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August ~~2020~~ **2024**.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 3·28·2022 DATE: 3/7/2022

MEMORANDUM OF UNDERSTANDING IX

ESTABLISHMENT OF NEW ATTORNEY CLASSIFICATION JUNE 1, 2006

18. It is understood and acknowledged by both the State and the Union that in the event an individual who had achieved status as a Staff Attorney 3 (as provided in item number 9) or Principal Attorney changes Agencies, through a transfer to any Staff Attorney 2 or 3 position, [~~and~~] he/she shall remain a Staff Attorney 3 or Principal Attorney. A hiring Agency may consider the transfer candidacy of Staff Attorneys 3 who apply for Staff Attorney 2 positions and Principal Attorneys who apply for Staff Attorney 3 or Staff Attorney 2 positions, but is not required to do so. [~~become a Staff Attorney 2, he/she shall renew progression to Staff Attorney 3 in the new Agency; however, the experience requirement for progression in the new agency shall be two (2) years of successful and satisfactory performance as a Staff Attorney 2 in that particular agency. If the employee affected by this change in Agency is a part-time employee the experience requirement for progression in the new Agency will be the equivalent of two (2) full-time years.~~] ~~Such~~ Any transfer of a Staff Attorney 3 or Principal Attorney to a different Agency shall remain subject to Article 30, Section Three except insofar as the timelines in subsection (c) are modified as follows: the transferring employee may request to return to his prior position within 30 days following the transfer and the agency shall have up to 4 months to evaluate the transferee and elect to return the employee to the agency from which he/she transferred (for an employee who transfers to a part-time position, the agency shall have up to the number of hours equivalent to 4 months of full-time service to evaluate the transferee and elect to return the employee to the agency from which he/she transferred).

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 9.17.2021 DATE: Sept. 17, 2021

TENTATIVE AGREEMENT

~~MEMORANDUM OF UNDERSTANDING X~~

~~TUITION REIMBURSEMENT~~

~~1. Article 31 Section six of the A&R Contract provides for an annual allocation of one hundred twenty thousand dollars ($120,000.00) to the Professional Development and Conference Fund. Article 24 Section six of the A&R Contract provides for an annual allocation of two hundred thousand dollars ($200,000.00) for tuition reimbursement. Over the years, there have been unreimbursed tuition reimbursement claims, and unexpended funds in the Professional Development fund. In order to address the problem with unreimbursed claims, the State and the Union Agree as follows:~~

~~2. By March 31st of each contract year, the Union shall advise the Office of Labor Relations that it would like to transfer uncommitted balances, or any portion thereof, existing in the P-5 Professional Development and Conference Fund to the P-5 Tuition Reimbursement Fund and use it to offset shortfalls in tuition reimbursements. The parties shall notify the Office of the State Comptroller that they reached mutual agreement on the amount that shall be transferred from the Professional Development and Conference Fund to the Tuition Reimbursement Fund.~~

~~3. Once the Professional Development and Conference Fund balance or any portion thereof, has been transferred to the Tuition Reimbursement Fund, those funds may be used to reimburse tuition reimbursement applications, in the order in which they were received by the Office of the State Comptroller and as prescribed by the Collective Bargaining Agreement except as otherwise modified herein.~~

~~4. Effective upon legislative approval of this Agreement and commencing with applications for the Spring 2013 semester the language on the limit on individual employee tuition reimbursement in the contract or tuition reimbursement guidelines shall be changed to provide that, "Employees shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year."~~

~~5. This agreement shall be subject to, and effective upon, legislative approval.~~

~~For the Union For the State~~

~~Laila A. Mandour Sandra Fae Brown-Brewton~~
~~Date: 1/7/2013 Date: 1/7/2013~~

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 3.28.2022 **DATE:** 3/16/22

TENTATIVE AGREEMENT

This agreement replaces the Union's proposal for Article 8, Section Four. Parties to place as Memorandum of Understanding in the back of the Collective Bargaining Agreement, and numbered accordingly.

MEMORANDUM OF UNDERSTANDING (NEW)

REGARDING STEWARD ACTIVITES

When stewards are on the clock and are regularly assigned to a state vehicle which is used for assigned work and authorized steward activities in respect to grievance handling, the Union shall reimburse the State for mileage involved in steward activities. The rate of reimbursement for mileage shall be in accordance with the Standard State Travel Regulations.

FOR THE STATE: _____ FOR THE UNION: _____

DATE: 2.18.2022 DATE: 2/18/22

DRAFT

DATE:

TO: John Disette
President, A&R

FROM: S. Fae Brown-Brewton
Undersecretary for Labor Relations, OPM

RE: Use of Kronos System to Document Lunch Period

During the course of negotiations for a successor to the Parties' agreement covering the period from July 1, 2016 through June 30, 2021, there was extensive discussion on the State's use of the Kronos system. A question arose as to whether A&R members were required to use the system to document the lunch period.

This memorandum is to codify that no A&R member is required to "clock in and out" for the lunch period unless they are doing so in compliance with an existing term of the collective bargaining agreement – in particular, the "pure flex" provision of Article 16a.

This understanding is not meant in any way to impact the rights of the Parties regarding the implementation and use of workforce management systems.

Please feel free to contact me with any questions or concerns.

3/16/22

3.28.2022

DRAFT

DATE:

TO: John Disette
President, A&R

FROM: S. Fae Brown-Brewton
Undersecretary for Labor Relations, OPM

RE: Job Class Reevaluations

During the course of negotiations for a successor to the Parties' agreement covering the period from July 1, 2016 through June 30, 2021, the matter of job class reevaluations was discussed. This memorandum is to confirm the understanding reached during those discussions.

The Union will forward up to five (5) job classifications for review during the period covered by the successor agreement. Should one of those classifications be Consumer Protection Inspector (with its various specialties), that shall be considered a single job classification for the purpose of counting toward the five (5).

This understanding does not impact any rights of the Union pursuant to Article 27 of the collective bargaining agreement, nor the standards set forth in said Article.

Please feel free to contact my office with any questions or concerns.

3/16/22

3.28.2022

2/18/22

2.18.2022

DRAFT

DATE:

TO: John Disette
President, A&R

FROM: S. Fae Brown-Brewton
Undersecretary for Labor Relations, OPM

RE: Reports Containing Information Pursuant to PA 21-25

Public Act 21-25 requires that the State provide the Union with information regarding membership. Currently, the State provides a bi-weekly report to the Union. With this memorandum, the State hereby notifies the Union of its intent to continue providing a bi-weekly report to the Union; the data fields in said report shall continue to include at least the following:

- Employee ID
- Name
- Gender
- Age
- Complete Home Address
- Dues Paid
- Job Code
- Job Code Description
- Salary Grade
- Step
- Annual Rate of Pay
- Original Hire Date
- Job Entry Date

Furthermore, the State also hereby notifies the Union that is the State's position that the ongoing production and submission of the above-referenced report meets the State's obligation to deliver membership information to the Union per PA 21-25. Should any unforeseen issues arise regarding the production of this report, or if there are questions concerning compliance with the terms of PA 21-25 involving production of membership information, the State will notify the Union, so that the Parties can meet and discuss. Likewise, if the Union has questions regarding compliance with those same provisions, the State expects the Union will request a meeting to discuss.

CTHR

State of Connecticut Human Resources
Employee Service Rating
Administrative and Residual (P5) Union

3/16/22
3.28.2022

Form #: PER-127
Revision Date: 3/2022
INSTRUCTIONS: Read instructions on reverse Side carefully before completing this report.

TO: Human Resources Business Center, Dept. of Administrative Services, 450 Columbus Boulevard, Hartford, CT 06103

TYPE OF SERVICE RATING

☐ INITIAL PROBATIONARY ☐ ANNUAL ☐PROMOTIONAL ☐OTHER (Specify)

EMPLOYEE NAME	CLASS TITLE			
DEPARTMENT OR INSTITUTION	PERIOD COVERED	FROM	TO	AI DATE

EXCELLENT = Distinctly and consistently outstanding. SUPERIOR = Definitely above the norm. SATISFACTORY = Meets basic requirements FAIR = Need for improvement. UNSATISFACTORY = Definitely inadequate.
NOTE: Written explanations are required for ratings of "Less than Good" and they are recommended for ratings of "Excellent".

FACTORS	Good or Better			Less ThanGood	
	EXCELLENT	SUPERI OR	SATI SFACTORY	FAI R	UNSATI SFACTORY
Evaluate the employee on the job now being performed based on the report period. Check (x) the rating category which most nearly describes your overall judgment for each of the job factors					
QUALITY OF WORK: Thoroughness, accuracy and appearance of work, regardless of volume.					
QUANTITY OF WORK: The amount of work produced under normal conditions, disregarding errors, and giving full consideration to contributions in all official areas.					
DEPENDABILITY: The ability to do assigned tasks on schedule under normal circumstances with a minimum of supervision. Unauthorized absence should be considered as it affects dependability.					
ABILITY TO DEAL WITH PEOPLE: Relationships with staff and the public; cooperativeness.					
SUPERVISORY ABILITY: (if applicable) The ability to delegate authority and accomplish assigned tasks through subordinates.					

RATED BY:	SIGNATURE	TITLE	DATE	"Less Than Good" service rating must include a recommendation regarding the annual increment and should resultin counseling of the employee.
REVIEWED BY:	SIGNATURE	TITLE	DATE	
APPOINTING AUTHORITY OR AUTHORIZED REPRESENTTIVE:	SIGNATURE	TITLE	DATE	☐ Award A.I. ☐ Deny A.I.
EMPLOYEE:	SIGNATURE	TITLE	DATE	

NOTE TO EMPLOYEE: Your signature confirms that you have seen this report and discussed it with your supervisor. .It does not indicate your agreement with or approval of the rating. The supervisor must give the employee a copy of the rating at the time the employee signs it. Should any subsequent change be made, all copies must be revised, and the change must be initialed by the employee.

GENERAL INSTRUCTIONS

I. When To File a Service Rating - A Service Rating Report is to be filed at the following times:

A. During any working test period, either promotional or original, the quality of service of any employee shall be reported as either "Good or Better" for satisfactory or better performance and the form shall be on file in the office of the appointing authority not more than six nor less than two weeks prior to the termination of the period; or "less than good" performance, and the report shall be approved by the appointing authority and filed with the Commissioner of Administrative Services; an unsatisfactory service rating of an employee serving a working test period necessitates his/her release or demotion to a class in which he/she has prior status not later than upon termination of the working test period.

B. When the performance of an employee with permanent status has been "Less than Good"; if the reviewer recommends precluding the annual salary increase, the report shall be approved by the appointing authority and filed with the Commissioner of Administrative Services prior to the employee's increase date.

C. When the appointing authority wishes to amend a previously submitted Fair or "Less Than Good" service report due to marked improvement in an employee's performance, such report shall be filed with the Office of the Commissioner of the Department of Administrative Services not later than two weeks prior to the increase date, and it shall have precedence over previous reports and shall restore the annual increase.

D. Annually for each permanent employee, said annual rating is to be filed in the office of the appointing authority atleast three months prior to the employee's annual increase date.

E. At such other times as the appointing authority deems that the quality of service of an employee should be recorded.

II. Preparing The Service Rating

A. For the job factor "Dependability", in considering abuse of attendance, the rater may consider absences exceeding the contractually earned leave days, except that he/she may also consider clearly identifiable "pattern" absences and/or repeated or extended unauthorized leave by an employee.

B. In cases where an employee is to receive "Good or Better" in every job factor on the designated form (PER-127), the rater has the option to complete a comment sheet. The form for recording such comments is designated as PER-127-A. Any comments will be associated with one or more of the factors on the PER-127. Comments are limited to the one page of the PER-127-A. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the rating form, through an affirmative signature. The employee shall have until the close of the third business day from the date s/he has received the comment sheet to inform the supervisor of the decision as to whether or not to have the PER-127A attached to the PER-127. If the employee provides an affirmative signature prior to the end of the third business day, the employee may choose to revoke said signature prior to the close of the third business day. If the employee does not wish to have the PER-127-A attached to the PER-127, the employee shall not sign the PER-127-A, and the PER-127-A will not be placed in the personnel file; the employee may retain a copy for her/his records. The content of a PER-127-A is not subject to the grievance and arbitration process, regardless of whether the employee chooses to have the PER-127-A attached to the PER-127.

C. All ratings are to be discussed with the employee by the employee's immediate supervisor. The employee should be asked to sign the report, indicating that the employee has seen the form and discussed it with the immediate supervisor. The effective date of the rating shall be the date it is approved by the appointing authority.

D. A copy of a "Less than Good" service rating is to be furnished to the employee, after having been approved.

III. Consequences Of A "Less than Good" Service Rating

A. Ratings of fair in two (2) categories and/or unsatisfactory in one (1) or more categories shall constitute an overall rating of "less than good". Any other rating shall be considered good, except that a fair rating in a rating category shall indicate a need for improvement. An employee who has received a "less than good" rating in any category should be counseled prior to the issuance of said rating. The supervisor shall attach to the service rating supporting narrative for each category that is rated as "less than good."

B. **"Overall Fair Rating."** Ratings of "fair" in two (2) categories shall constitute an overall rating of "Fair", which will not affect payment of the Annual Increment for the first year in which the overall "Fair" rating is issued. Two (2) consecutive overall "Fair" ratings may result in the withholding of the Annual Increment, but are not considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

C. **"Overall Unsatisfactory Rating."** Ratings of "fair" in three (3) categories and/or "unsatisfactory" in one (1) or more categories shall constitute an overall rating of "Unsatisfactory". Two consecutive overall "Unsatisfactory" ratings are considered just cause for dismissal pursuant to section 5-240 of the Regulations for State Agencies.

D. A review of any "Less than Good" service rating, other than those issued during any working test period, shall be done within sixty calendar days of the date of the original to determine whether improvement has been made and an amended service rating is in order. The effective date of any service rating shall be the date approved by the appointing authority.

2/18/22

2.18.2022

State of Connecticut Human Resources

Employee Service Rating – Optional Comments Sheet

Administrative and Residual (P5) Unit

Form #: PER-127-A

New: 7/2021 INSTRUCTIONS: This is an optional form, and may be used by the rater to provide comments to an employee who has received a rating of "Good or Better" in **every** job factor on the PER-127. Any comments will be associated with one or more of the factors on the PER-127, as indicated below. Comments will be limited to this single page. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the service rating, for inclusion in the official personnel file. The employee's signature below shall indicate affirmative inclusion. If the employee opts not to sign the comment sheet, said sheet shall not be attached to the service rating, and, therefore, shall not be included in the employee's official personnel file.

RATER'S COMMENTS: ***QUALITY OF WORK***

RATER'S COMMENTS: ***QUANTITY OF WORK***

RATER'S COMMENTS: ***DEPENDABILITY***

RATER'S COMMENTS: ***ABILITY TO DEAL WITH PEOPLE***

RATER'S COMMENTS: ***SUPERVISORY ABILITY (IF APPLICABLE)***

NOTE TO EMPLOYEE: This is an optional form, and is intended as a tool by which your supervisor may provide more detailed feedback regarding your work performance. You have three (3) business days from the date you received this form to decide whether or not you wish to have it attached to your service rating. If you wish for this form to be attached to your service rating for inclusion in your personnel file, please sign and date on the line above. If you sign this form prior to the close of the third business day following receipt, you may revoke your decision within the remaining time prior to the close of the third business day. If you **do not** wish for this form to be attached to your service rating **do not** sign below. This form will not be placed in your personnel file without your signature.

SIGNATURE OF RATER:

Name Date

SIGNATURE OF EMPLOYEE:

Name Date

MEMORANDUM OF UNDERSTANDING
COMPENSATORY TIME FOR CLASSIFICATIONS
LABOR DEPARTMENT UNIT DIRECTOR/DIRECTOR OF UIFS&A

In November 2021, the Office of Labor Relations, on behalf of the State of Connecticut, and the A&R Employees Union reached an agreement concerning the usage and payout of Compensatory Time Earned by employees in two specific job classifications that accreted into the bargaining unit. The agreement was intended to address the method of handling Compensatory Time earned prior to joining the bargaining unit, between the date the employees entered the bargaining unit and the date when the legislature approved the accretion agreement, and time earned after legislative approval but before the effective date of the agreement.

In good faith, the Parties have implemented each term of the agreement except for Item #2, which was to be addressed during contract negotiations for a successor agreement to the Contract that expired on 6/30/2021. That provision states, in part:

> 2. All Compensatory Time Earned between the date they entered the bargaining unit on 4/13/2020 and the date the legislature approved the accretion agreement on 3/23/2021 shall be discussed and resolved during contract negotiations with A&R Employees Union for a successor agreement to the Contract that expired on 6/30/21. The employees shall be paid any time that exceeds the 100 hour maximum.

During contract negotiations, the Parties agreed as follows:

1. For the employees listed above, any pending compensatory earned time balance in excess of 100 hours at the time of legislative ratification of the successor collective bargaining agreement will be paid as soon as practicable following said ratification.
2. Employees will continue to be eligible for payment for compensatory time earned beyond the 100 hour balance consistent with the terms of the collective bargaining agreement.
3. Consistent with the terms of the collective bargaining agreement, no compensatory time balance is payable upon separation from State service.

This Agreement resolves all pending matters pertaining to employees in the classifications referenced above, with regard to their having accreted into the A&R Bargaining Unit.

For the State: _____ **For the Union:** _____

Date: 3.28.2022 **Date:** 3/25/22

SUPERSEDENCE APPENDIX P-5 EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025

CONTRACT PROVISION	*CONTRACT, STATUTE OR REGULATION*	*REFERENCE AMENDED*
Union Security & Payroll Deductions	Article 7	C.G.S. 5-260 C.G.S. 5-280
Personnel Records	Article 11, Sections Two and Three	C.G.S. 31-128b C.G.S. 31-128c C.G.S. 31-128d C.G.S. 31-128e C.G.S. 31-128g
Seniority (for vacation accrual)	Article 12, Section Seven	C.G.S 5-250 Reg. 5-250-1,2
Reclassification Procedure	Article 15, and NEW Article 15A	C.G.S. 5-206; C.G.S. 5-226f; C.G.S. 5-227a
Hours of work	Article 16, Section Five (d)	C.G.S 5-250 Reg. 5-250-1,2 C.G.S. 5-200(k) C.G.S. 5-200(m)
Personal Leave	Article 18, Section Six	C.G.S. 5-250(c) Reg. 5-250-8
Sick Leave (immediate family)	Article 19, Section Three (c)	C.G.S. 5-247; Reg 5-247-2; 5-247-4; C.G.S. 5-248a, C.G.S. 5-248b
Sick Leave Bank	Article 20, Section Three	C.G.S. 5-248 Reg. 5-247-3
General Wage Increases	Article 24, Sec. One	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual Increments and Lump Sum Payments at Maximum	Article 24, Sec. Two(a)	C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-210
Special Lump Sum Payments	Article 24, Sec. Two(b)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Longevity Payments	Article 24, Section Three	C.G.S 5-213 Reg. 5-213-1
Shift & Weekend Differential	Article 24, Section Four	C.G.S. 5-200(k) C.G.S. 5-200(m)
Promotions in "Modified/Range" Salary Plans	Article 24, Section Six	Dept. of Administrative Services Compensation Manual
Tuition Reimbursement	Article 24, Section Six	C.G.S 4-87, 4-89

Safety Shoe Allowance	Article 24, Section Nine	C.G.S. 5-200(k) C.G.S. 5-200(m)
On-Call / Standby Pay	Article 24, Section Ten	C.G.S. 5-200(k) C.G.S. 5-200(m)
Look Back & Recovery Period	Article 24, Section Eleven	C.G.S. 4a-12
Home Office Premium	Article 24, Section Twelve	C.G.S. 5-200(k) C.G.S. 5-200(m)
Travel Expenses & Reimbursements	Article 25	C.G.S. 5-200(k) C.G.S. 5-200(m)
Temporary Service in a Higher Class	Article 28	C.G.S. 5-209 DAS General Letter No. 29
Out of Title Work	Article 29	C.G.S. 5-200
Transfers	Article 30	C.G.S. 5-239 Reg. 5-239-1, 2
Training and Professional Leave	Article 31, Section Six	C.G.S. 4-87 C.G.S 4-89
Establishment of New Attorney Class (Transfer of Staff Attorney 3 and Principal Attorney)	MOU IX	C.G.S. 5-239 Reg. 5-239-1, 2
Steward Activities	MOU (NEW)	State Travel Policy, Including General Letter 115
Bi-Weekly Information Reports	Memo to Union President (NEW)	C.G.S. 31-40bb
Payment of Compensatory Time To DOL Employees	MOU (NEW)	C.G.S. 5-245

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-5 Administrative & Residual
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	2,938
	General Fund	1,900

Total Annual Wages (26 pay periods) All Funds: $261,538,537

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	AI's & Lump Sums	Other	Total
Prior to New Contract:	$89,019				
1st Year Contract: 2021-2022	$93,111	2.50%	2.10%	0.00%	4.60%
2nd Year Contract: 2022-2023	$97,328	2.50%	1.99%	0.03%	4.53%
3rd Year Contract: 2023-2024	$101,529	2.50%	1.81%	0.01%	4.32%
4th Year Contract: 2024-2025	$101,529	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$261,538,537	$16,624,826	$24,620,743	$34,164,949	$36,751,660	$36,751,660
Fringe Benefits Value of Current Items		$2,477,099	$3,668,491	$5,090,577	$5,475,997	$5,475,997
TOTAL WAGES AND BENEFITS		$19,101,926	$28,289,234	$39,255,527	$42,227,657	$42,227,657

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$6,538,463	$6,538,463	$6,538,463	$6,538,463	$6,538,463
(2) AI - On Time (2% for range plans)		$2,741,313	$5,482,626	$5,482,626	$5,482,626	$5,482,626
(3) $2,500 One-time payment		$7,345,050	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$16,624,826	$12,021,089	$12,021,089	$12,021,089	$12,021,089
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$6,838,991	$6,838,991	$6,838,991	$6,838,991
(2) AI - On Time (3% for range plans)			$2,728,554	$5,457,107	$5,457,107	$5,457,107
(3) $1,000 One-time payment - 7/1/2022			$2,938,020	$0	$0	$0
(4) Increase Weekend and Night Shift Diff			$15,961	$15,961	$15,961	$15,961
(5) Increase On-call Pay			$47,368	$47,368	$47,368	$47,368
(6) Increase Safety Shoe Allowance			$1,060	$1,060	$1,060	$1,060
(7) Increase Auto Usage Fee			$18,700	$18,700	$18,700	$18,700
(8) Increase Travel/Meal reimbursements			$1,000	$1,000	$1,000	$1,000
(9) Increase Professional Dev and Conf Fund			$10,000	$10,000	$10,000	$10,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$12,599,653	$12,390,187	$12,390,187	$12,390,187
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$7,146,393	$7,146,393	$7,146,393
(2) AI - On Time (3% for range plans)				$2,586,711	$5,173,421	$5,173,421
(3) Further increase Weekend Shift Diff				$10,569	$10,569	$10,569
(4) Further Increaser Prof Dev/Conf Fund				$10,000	$10,000	$10,000
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$9,753,673	$12,340,383	$12,340,383
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$16,624,826	$24,620,743	$34,164,949	$36,751,660	$36,751,660
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$1,030,739	$1,526,486	$2,118,227	$2,278,603	$2,278,603
Medicare 1.45%	1.45%	$241,060	$357,001	$495,392	$532,899	$532,899
Unemployment 0.15%	0.15%	$24,937	$36,931	$51,247	$55,127	$55,127
SERS Normal Cost 4.1%	4.10%	$681,618	$1,009,450	$1,400,763	$1,506,818	$1,506,818
OPEB Contribution 3%	3.00%	$498,745	$738,622	$1,024,948	$1,102,550	$1,102,550
TOTAL FRINGE IMPACT	14.9%	$2,477,099	$3,668,491	$5,090,577	$5,475,997	$5,475,997
TOTAL COST OF CONTRACT - ALL FUNDS		$19,101,926	$28,289,234	$39,255,527	$42,227,657	$42,227,657

P-6 and P-7 TENTATIVE AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF CONNECTICUT

AND

THE AMERICAN FEDERATION OF TEACHERS – CONNECTICUT

ASSISTANT ATTORNEYS GENERAL & ASSISTANT ATTORNEYS GENERAL DEPARTMENT HEAD BARGAINING UNITS

~~November 16, 2016~~ Effective: July 1, 2021 to Expiring June 30, ~~2021~~ 2025 (Assistant Attorneys General)
~~November 3, 2017~~ July 1, 2021 to June 30, ~~2021~~ 2025 (Assistant Attorneys General Department Heads)

TENTATIVE AGREEMENT

ARTICLE 1 – RECOGNITION

The State of Connecticut (hereinafter referred to as the "Employer") recognizes the American Federation of Teachers – Connecticut (hereinafter referred to as the "Union") as the exclusive bargaining representative of all Assistant Attorneys General whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification Decision No. 4930 dated November 16, 2016, as well as the Assistant Attorneys General Department Heads") whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification Decision No. 4982 dated November 3, 2017, excluding one Assistant Attorney General specializing in labor relations matters, the Department Head for Workers' Compensation and Labor Relations, one special counsel specializing in legislature affairs, Associate Attorneys General, the Attorney General, and the Deputy Attorney General, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. The term "employee" or "bargaining unit member" or "bargaining unit assistant attorney general" as used in this agreement shall mean a represented Assistant Attorney General or Assistant Attorney General Department Head. Assistant Attorneys General may also be known as "AAGs," and Assistant Attorneys General Department Heads may also be known as "Department Heads" or "AAG Department Heads~~.~~" or "AAG Section Chiefs."

FOR THE STATE: Adam Margaretti **FOR THE UNION:** Christina Jean-Louis

DATE: 02.02.2022 **DATE:** 02/02/2022

TENTATIVE AGREEMENT

[NEW ARTICLE] – Department Heads, or Functional Equivalents

Section One. The Attorney General shall continue to have the sole discretion to appoint or remove an AAG4 Department Head.

Section Two. Prior to removing an AAG4 Department Head, the Attorney General shall advise the AAG4 Department Head of such removal. The AAG4 Department Head being considered for removal, may request and shall be granted a meeting with the Attorney General to discuss the removal. In the instances where there is an elimination of a department or section or any reorganization or restructuring of the office, a good faith effort will be made for a meeting between the AAG4 Department Head and the Attorney General when practicable.

Section Three. An AAG who has served as an AAG4 Department Head and who works as an AAG after such service ends shall be classified as an AAG 4—Practitioner.

Section Four. Any alleged violation of this Article shall be neither grievable nor arbitrable.

Section Five. Nothing in this Article shall affect Management Rights as provided under Article 4.

FOR THE STATE: /Adam Garelick/ **FOR THE UNION:** Christina Jean-Louis

DATE: 02/22/2022 **DATE:** 02/18/2022

TENTATIVE AGREEMENT

APPENDIX A – ARBITRATION PROTOCOL

1. Once arbitration is invoked, ~~The~~ the parties will meet within ten (10) working days ~~monthly~~ to discuss ~~all~~ the unresolved grievance(s) on which arbitration is demanded. The purposes of such meeting are: (a) to categorize grievances in accordance with this agreement if multiple grievances ~~will proceed~~have been filed to arbitration; (b) to schedule grievances for hearing dates in accordance ~~to~~ with this agreement; and (c) to further attempt 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)~~a date for arbitration to proceed ~~dates per year on a rolling basis at least~~no later than ninety (90) days, or at the earliest available date if ninety (90) days cannot be achieved ~~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 listed below start~~are from~~ with the 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, t~~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).

FOR THE STATE: _____ **FOR THE UNION:** Christina Jean-Louis

DATE: October 5, 2021 **DATE:** September 21, 2021

TENTATIVE AGREEMENT

[NEW ARTICLE] – COMPENSATORY TIME

Section One. AAGs in the P-6 bargaining unit shall be eligible for pre-approved compensatory time consistent with this Article.

Section Two. Full-time AAGs are expected to work a minimum of forty (40) hours per workweek. It is understood that normal work assignments or litigation may require additional hours of work. However, an AAG who works more than forty (40) hours per workweek may be eligible for compensatory time only in the most extraordinary of circumstances.

Section Three. An AAG must submit a written request for compensatory time to his/her Section Chief as far in advance as possible along with an explanation why such extra work is necessary. The Section Chief shall notify the Assistant Deputy Attorney General for Administration and Management of the request, as well as provide a recommendation for approval or denial. The appropriate Division Chief should also be copied on the request. The Assistant Deputy Attorney General shall issue the final approval or denial of the request and notify the Section Chief, and copy the appropriate Division Chief. Compensatory time will only be awarded in increments of four (4) hours, and only for work performed onsite at the Office of the Attorney General or other approved locations by the Section Chief and Assistant Deputy Attorney General for Administration and Management. The OAG may make reasonable changes to the approval process of compensatory time with advance notice to the Union.

Only under extreme circumstances will compensatory time be granted after the hours have been worked. In those cases, the AAG and Section Chief must submit a justification for the delay in submitting the request to the Assistant Deputy Attorney General for Administration and Management.

Section Four. AAGs must use compensatory time within twelve (12) months after it is earned; such accumulation shall expire after twelve (12) months. Requests to use compensatory time shall be made to management as far in advance as possible and will be approved based on the operational needs of the agency. Compensatory time shall not be a basis for compensation at any point other than upon its use, including but not limited to termination, separation or retirement.

Section Five. Alleged violations of this Article shall be neither grievable nor arbitrable. Denials of requests for compensatory time may be discussed at Labor-Management meetings.

FOR THE STATE: adam mgarbitd **FOR THE UNION:** Christine Jean-Louis

DATE: 02.02.2022 **DATE:** 02/02/2022

ARTICLE 6 – UNION SECURITY AND PAYROLL DEDUCTION

Section One. ~~Union Membership: All employees in the bargaining unit may become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union during the terms of this Agreement or extension thereof.~~

Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. ~~Union dues and/or assessments shall be deducted by the 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. If a change in salary causes a change in the amount of dues or assessment, which should be withheld, the change in dues or assessment shall be made simultaneously with any change in salary.~~

The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital copy of the Union authorization signed by the employee~~list of all employees who have authorized dues deduction in a format dictated by the Agency~~. ~~Biweekly,~~ The Union shall provide a report of members with dues deduction ~~changes~~ including any "starts and stops." within ~~forty-five (45)~~thirty (30) days of the legislative approval of this contract. By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Thereafter, the Union will certify by email to the designated State representative on a biweekly basis whether there was any notice of revocation ~~sent to~~received by the Union. If no revocation notices were received, then an email stating "No revocations received." will satisfy the biweekly certification. Within 10 business days of receipt of a revocation, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

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Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

> I recognize the need for a strong union and believe everyone represented by our union should pay their fair share to support our union's activities. I hereby request and voluntarily authorize my employer to deduct from my earnings and to pay over to Local 6574 an amount equal to the regular monthly dues uniformly applicable to members of Local 6574. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. Mail to both the employer and Local 6574 during the period

not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement, or the date of termination of the applicable contract between the employer and Local 6574, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period, even if I have resigned my membership in Local 6574.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of its obligations to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as available after the payroll period in which such deductions are made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section ~~Three.~~ Seven. The Union shall indemnify the State and hold it harmless for any liability or damages incurred by the Employer for compliance with this Article.

Section ~~Four.~~ Eight. The amount of dues deducted under this Article shall be remitted to the Treasurer of the AAG Union as soon as available after the payroll period together with the list of employees for whom any such deduction is made.

Section ~~Five.~~ Nine. No payroll deduction of dues shall be made from workers' 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).

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Section ~~Six.~~ Ten. No other organizations shall be entitled to deduction of its dues from the payroll.

Section Eleven. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email as designated by the Union and shall include the new bargaining unit member's work location.

Section Twelve. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs.

The Union orientation will include the Union providing all new employees with a copy of this agreement.

FOR THE STATE: Adam M Gardner **FOR THE UNION:** Christine Jean-Louis

DATE: October 5, 2021 **DATE:** September 21, 2021

ARTICLE 11 – 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 forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, and (e) the remedy or relief sought. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

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 on its own behalf. When an individual employee or group of employees elects 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 I within thirty (30) days from the date of the cause of the grievance or within (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. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee within the thirty (30) day period specified in Section Five. Such Agency Head or designee shall meet with the Union representative and/or the grievant within ten (10) days of receipt of the grievance and issue a written response within ten (10) days after such meeting.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for 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 for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response.

Said Undersecretary or his/her designee may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. Submission of a grievance to Step II shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email.

Step III. Unless the parties agree to the contrary for a particular case, the Union may invoke arbitration following Step II in accordance with the Arbitration Protocol set forth as Appendix A to this Agreement.

Step IV. Arbitration. Within ten (10) working days after the State's answer is due at Step II or if no conference is held within sixty (60) days, within ten (10) working days after the expiration of the sixty (60) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s) except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days. Submissions to arbitration shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations.

For purposes of this Section, timeliness of electronic submissions shall be determined based upon the time received in the designated email of the Office of Labor Relations. However, where a dispute regarding timeliness arises, nothing shall prevent the Union from referencing the timestamp of its own grievance submission to demonstrate the delay has been caused by a technological malfunction.

Section Seven. For the purpose of the time limits hereunder, "day" means calendar day 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 employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the employer's answer had been filed timely on that last day. The grievant assents to the last attempted resolution by failing timely to appeal timely said decision or by accepting said decision in writing.

Section Nine. Arbitration.

(a) The parties shall establish a panel of seven (7) arbitrators from which a specific arbitrator shall be selected on a rotational basis. 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 suspension in excess of five (5) days, the parties shall request the arbitrator to maintain a 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 a grievance was submitted at Step I.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes § 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) 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;
(c) compliance with health and safety standards covered by Connecticut OSHA;
(d) selection of interviewees for job vacancies;
(e) any incident which occurred or failed to occur prior to the effective date of this Agreement;
(f) those inherent management rights not restricted by a specific provision of this Agreement;
(g) disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

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

FOR THE STATE: adam m garetto **FOR THE UNION:** Christine Jean-Louis

DATE: October 7, 2021 **DATE:** October 7, 2021

ARTICLE 13 – COMPENSATION

Section One. General Wage Increases.

(a) Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for AAGs who are active employees in the bargaining unit on the date of legislative ratification, and to AAGs who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

(b) Effective with the pay period that includes July 1, 2022, the base annual salary for all AAGs shall be increased by two and one-half percent (2.5%). The increase shall apply to all AAGs who are active employees in the bargaining unit on July 1, 2022.

(c) Effective with the pay period that includes July 1, 2023, the base annual salary for all AAGs shall be increased by two and one-half percent (2.5%). The increase shall apply to all AAGs who are active employees in the bargaining unit on July 1, 2023.

(d) Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 13 (Compensation), Section 1 (General Wage Increase) and Section 2 (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Two. Annual Increments.

(a) Effective and retroactive to the pay period that includes January 1, 2022 and upon legislative approval, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date. This retroactive increment shall be paid to AAGs who are active employees in the bargaining unit on the date of legislative ratification, and to AAGs who retired or who left in good standing with ten (10) years or more of state service between January 1, 2022 and the date of legislative ratification.

(b) Effective with the pay period that includes January 1, 2023, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

(c) Effective with the pay period that includes January 1, 2024, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in

fiscal year 2023-2024, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

(d) Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 13 (Compensation), Section 1 (General Wage Increase) and Section 2 (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Three. Special Lump Sum Payments.

(a) Effective and retroactive to July 1, 2021, and upon legislative approval, full-time AAGs shall receive a two thousand five hundred dollar ($2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time AAGs. The special lump sum payment shall be paid to AAGs who are an active employee on the date of legislative ratification, and to AAGs who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

(b) Effective July 1, 2022, full-time AAGs who are active and in the bargaining unit on that date shall receive a one thousand dollar ($1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time AAGs and shall be paid in the payroll including July 1, 2022.

Section Four. Department Head Stipend.

(a) Effective June 30, 2022 and retroactive to July 1, 2021, AAG 4 Department Heads shall receive an annual stipend of twelve thousand dollars ($12,000) for the 2021-2022 fiscal year. The stipend shall be paid for past service as a lump sum effective on the pay period that includes June 30th of that fiscal year. The stipend shall be prorated for AAG 4 Department Heads who serve less than the full year in that capacity and to any AAG 4 Department Heads who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and June 30, 2022.

(b) AAG 4 Department Heads shall receive an annual stipend of twelve thousand dollars ($12,000) for the 2022-2023, 2023-2024 and 2024-2025 fiscal years. The stipend shall be paid quarterly for past service as a lump sum effective on the following quarterly pay periods: March 31st, June 30th, September 30th and December 31st of each fiscal year. The stipend shall be prorated for AAG 4 Department Heads who serve less than the full year in that capacity.

FOR THE STATE: /Adam Garelick/ **FOR THE UNION:** Christina Jean-Louis

DATE: 02/22/2022 **DATE:** 02/18/2022

TENTATIVE AGREEMENT

ARTICLE 15 – SICK LEAVE BANK

Section One. Definition. There shall be an emergency Sick Leave Bank to be used by ~~full-time~~all permanent AAGs.

Section Two. Eligibility. An AAG shall be eligible to use sick leave benefits from the bank when:

~~1.~~a. The AAG has contributed to the bank in accordance with this Article.

~~2.~~b. The AAG has exhausted all sick leave, personal leave, and compensatory time.

~~3.~~c. The AAG has exhausted all vacation leave in excess of sixty (60) days.

~~4.~~d. The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.

~~5.~~e. An acceptable medical certificate supporting the continued absence is on file.

~~6.~~f. The AAG has not been disciplined for sick leave abuse during the two (2) year period preceding application for the benefit; provided, however, the Labor Management committee may waive this requirement.

Section Three. Establishment and Maintenance of Sick Leave Bank. The ~~fund~~Sick Leave Bank is established though contributions of hours from the AAGs. ~~Effective on the first day of the payroll period following legislative approval of this contract, each full-time~~

a. Each AAG who has accrued at least eighty (80) hours of sick leave but who has not yet contributed to the Sick Leave Bank as of July 1, 2021 shall contribute eight (8) hours toward the ~~sick leave bank.~~Sick Leave Bank. Said contribution shall be deducted from ~~their~~the AAG's individual sick leave balance on such date. ~~There~~

b. Any AAG who joins the bargaining unit on or after July 1, 2021, shall ~~be no substitution~~contribute eight (8) hours toward the Sick Leave Bank upon accruing at least eighty (80) hours of ~~or other credit for any contributions an AAG previously made to the managerial sick leave bank.~~ sick leave.

c. If at any time the ~~bank~~Sick Leave Bank should be depleted~~, each eligible employee~~ to less than 100 hours, each AAG who has accrued at least eighty (80) hours of sick leave shall be assessed ~~one day~~eight (8) hours toward the Sick Leave Bank from his/her accrued sick leave.

d. In addition, each full-time AAG who has accrued at least two hundred (200) hours of vacation leave may irrevocably donate up to twenty-four (24) hours of vacation leave to the Sick Leave Bank in any calendar year.

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TENTATIVE AGREEMENT

Section Four. Administration of the Program. An eligible AAG requesting use of emergency sick leave may make application on the prescribed form to ~~a~~the Sick Leave Bank labor-management committee established to administer the program.

a. Said Sick Leave Bank Committee shall be comprised of two (2) members; one (1) from ~~the Employer~~Management and one (1) from the Union~~.~~, both of whom must be current employees of the agency. The Committee shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an AAG returns to work, or when sick leave benefits have been exhausted, the agency will notify the Committee, in writing, with the total number of hours used by said AAG. Time off without loss of pay or benefits shall be granted to Committee members to attend meetings as necessary to administer this program.

b. The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process.

c. The Committee shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the Committee, and no requests shall be conducted as contested cases. ~~The parties agree to continue to share in the administration of the bank. This Article supersedes Regulations 5-247-5 and 5-247-6.~~

d. The parties agree to continue to share in the administration of the bank.

e. This Article supersedes Regulations 5-247-5 and 5-247-6.~~Section Five.~~

f. The parties agree that the Committee may, from time to time, make reasonable modifications/accommodations in its rules of operation. When such modifications are to be adopted, the changes shall be approved by the respective parties, signed and dated. If any modifications necessitate Legislative notice of supersedence, said proposed change shall become effective upon Legislative approval.

FOR THE STATE: Adam Mgarbitt **FOR THE UNION:** Christine Jean-Louis

DATE: 02/02/2022 **DATE:** 02/02/2022

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TENTATIVE AGREEMENT

[NEW ARTICLE] – SICK LEAVE

Section One. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

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

(2) An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records.

(3) No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days or 40 hours.

(4) Sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

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[1] shall be granted sick leave:

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

(b) in the event of death in the immediate family, provided that not more than five (5) days shall be granted therefor. Immediate family means spouse, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

(c) for illness or injury, medical, dental, or eye examination or treatment of a member of the immediate family, as defined above provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor. The granting of sick leave under this subsection for medical, dental or eye examination or treatment shall be only when arrangement cannot be made outside of working hours.

(d) for going to, attending, and returning from funerals of persons other than members of the immediate family, no more than three (3) days of sick leave may be used per calendar year if permission is requested and approved in advance by the appointing authority.

Sick time utilized under a, b, c and d above shall not count as an occasion.

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[1] Employee includes an AAG working during the initial six (6) month working test period, who is also accruing sick leave.

Section Four. **(a)** In reviewing an employee's record to determine whether a sick leave usage problem exists, the Employer shall consider the following factors:

1. the number of days taken, and number of occasions
2. patterns of usage
3. the employee's past record
4. the reasons for sick leave use
5. extenuating circumstances

(b) An occasion of sick leave is defined as any one continuous period of unscheduled absence for the same reasons. However, a reoccurrence of illness stemming from a premature return to work resulting in additional sick leave usage shall be considered as an extension of the original occasion provided such is verified by a physician.

An occasion of absence shall not in and of itself carry any stigma or subject the employee to disciplinary action.

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified in (a) above.

Section Five. Medical Certificate. **(a)** An acceptable medical certificate (currently Form 33) signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

(l) any period of absence consisting of more than five (5) consecutive working days;

(2) to support a request for more than two (2) days of sick leave during annual vacation;

(3) leave of any duration if absence from duty occurs frequently or habitually provided the employee has been notified that a certificate will be required;

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

(b) The employer may provide a State physician to make a further examination.

Section Six. Advance and Extended Sick Leave. **(a)** No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing authority unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave, the appointing authority shall submit the following facts for the consideration of the Commissioner:

(l) the length of state service of the employee

(2) the classification of the employee

(3) the sick leave record of the employee for the current and for the four preceding calendar years

(4) A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

(b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his/her credit for sick leave, personal leave, compensatory time and vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five (5) years of full-time work service. If approved, such extension shall be on the basis of one (l) day at full pay for each completed year of full-time work service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. Upon the employee's return to duty, one-half of the employee's monthly sick leave accrual shall be deducted for the re-payment of the advanced sick leave (e.g. if an employee would otherwise accrue ten (10) hours of sick leave for a month, the employee shall accrue five (5) hours of sick leave and the other five (5) hours shall be applied to the amount of advanced sick leave owed).

(d) An employee who has at least twenty (20) years of state service and who has exhausted his/her sick leave and his/her advance of sick leave may be granted extended sick leave with half pay for thirty (30) days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

Section Seven. Miscellaneous. (a) 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.

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

(c) 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.

(d) Following exhaustion of sick leave, an employee may request an unpaid medical leave of absence. Such request shall not be unreasonably denied in cases of leave of absence of up to thirty (30) days. Notwithstanding the leave of time already offered to an employee under the standard family and medical leave reasons outlined in General Letter 39—State of Connecticut Family and Medical Leave Entitlements—Revised, dated March 28, 2018 (which is attached hereto in Appendix D), any further extension of the leave of absence beyond thirty (30) days shall be at the sole discretion of the Employer. An employee who is granted a medical leave of absence, including such a leave for maternity disability, shall not be required to exhaust accumulated vacation or personal leave prior to beginning the leave of absence without pay.

Section Eight. Upon death of an employee who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) 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 payment equivalent to sixty (60) days pay.

Section Nine. An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) 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 payment equivalent to sixty (60) days' pay. Such payment for

accumulated sick leave shall not be included in computing retirement income and shall be charged by the state comptroller to the department, agency or institution in which the employee worked.

FOR THE STATE: Adam Mignon

DATE: 02.02.2022

FOR THE UNION: Christine Jean-Louis

DATE: 02/02/2022

TENTATIVE AGREEMENT

Article ___ - Release Time for Union Business

Section One. Paid leave shall be granted in the amount of two hundred (200) hours per year to Union officials and stewards for Union business related functions, ~~In each contract year, there shall be a bank of hours for use by the Union to conduct its business during that year. The bank shall consist of three hundred (300) hours for each year,~~ plus up to fifty ~~one hundred~~ (50~~100~~) unused hours carried~~r~~ over from the prior year for ~~the~~ a maximum of ~~four hundred~~two hundred fifty (250~~400~~) hours in any one year. Time used for ~~the~~ processing or investigating grievances, labor-management meetings, contract negotiations and~~,~~ membership orientation ~~or steward training~~ shall not be charged to this bank of hours. Requests for time off under this section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance except in emergency situations. The Union's request shall ~~give written notice to Management, ordinarily ten (10) days in advance,~~ specify~~ing~~ the dates of release and~~,~~ the names of employees to be released and their work locations., ~~and p~~Permission by ~~Management~~ the Employer shall not be unreasonably denied except where an agency emergency exists. However, if the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual agreement, postpone or cancel the leave usage.~~withheld~~. ~~Time off under this Section shall be granted in no less than half-day units only.~~

Section Two. Orientation and Training. See Union Security in Article 6.

Section Three. Steward Training. The Union and Management agree that in order to promote the precepts as incorporated in the Preamble of this Agreement and for the expeditious and reasonable processing of disputes under this Agreement, steward training shall be a valuable asset in promoting these goals. Steward training shall be charged to the bank of hours set forth in Section 1. Stewards shall be granted time off for ~~training and~~ representational duties.

Section Four. Annual Meeting. Management shall grant release time with pay at no more than a half-day unit for employees to attend an annual meeting of the Union subject to the following:

a. It is understood that sufficient employees must remain on duty to provide coverage for offices and/or to complete required work on the day of the meeting.

b. The Union shall provide Management a list of those attending the meeting.

c. An employee who does not attend all or part of the meeting shall be expected to work or to take vacation or personal leave for all or ~~that~~ part of the day on which he/she does not attend the meeting.

Section Five. Labor-Management Meetings. The Union and Management shall schedule monthly meetings at a mutually agreed upon date and time to discuss ~~any~~ matter~~s~~ of concern relating to working conditions, such as administration of this Agreement, labor-management

relations, or efficiency and increased productivity. ~~Normally, each~~ Each party shall have ~~not~~ no more than three (3) representatives at such meeting. These meetings shall not be bargaining sessions. Meetings shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule.

FOR THE STATE: Adam Morgan **FOR THE UNION:** Christina Jean-Louis

DATE: October 5, 2021 **DATE:** September 21, 2021

TENTATIVE AGREEMENT

ARTICLE 17 – DURATION OF AGREEMENT

~~This Agreement shall be effective on November 16, 2016 for Assistant Attorneys Generals and on November 3, 2017 for Assistant Attorneys General Department Heads and shall expire on June 30, 2021.~~

This Agreement shall be effective on July 1, 2021 and shall expire on June 30, 2025.

Unless otherwise stated to the contrary, changes to language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

FOR THE STATE: /Adam Garelick/ **FOR THE UNION:** Christine Jean-Louis

DATE: 02/22/2022 **DATE:** 02/18/2022

SUPERSEDENCE APPENDIX
P-6 & P-7
July 1, 2021 – June 30, 2025

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Compensatory Time	New Article	C.G.S. § 5-245, 31-60 et seq. Reg. § 5-238-5
Compensation (General Wage Increases)	Art. 13, Sec. 1	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Annual Increments)	Art. 13, Sec. 2	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Special Lump Sums)	Art. 13, Sec. 3	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Department Head Stipend)	Art. 13, Sec. 4	C.G.S. §§ 5-200(k), 5-200(m)
Department Heads, or Functional Equivalents	New Article	C.G.S. § 5-271(e), C.G.S. § 5-240(b), C.G.S. § 5-230 Reg. § 5-240-1a
Sick Leave Bank	Article 15	C.G.S. § 5-247 Reg. §§ 5-247-5, 5-247-6
Sick Leave	New Article	C.G.S. § 5-247 Reg. §§ 5-247-4
Release Time for Union Business	New Article	C.G.S. § 5-238; Reg. 5-238-1 thru 5-238-5
Union Security and Payroll Deductions	Article 6	C.G.S. § 5-260, C.G.S. § 5-280

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-6 Assistant Attorneys General & P-7 Assistant Attorneys General Department Head
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	680
	General Fund	187

Total Annual Wages (26 pay periods) All Funds: $64,120,130

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Average Annual - All Funds: Prior to New Contract:	$94,237				
1st Year Contract: 2021-2022	$98,525	2.50%	2.05%	0.00%	4.55%
2nd Year Contract: 2022-2023	$103,008	2.50%	2.05%	0.00%	4.55%
3rd Year Contract: 2023-2024	$107,695	2.50%	2.05%	0.00%	4.55%
4th Year Contract: 2024-2025	$107,695	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$64,120,130	$3,961,260	$5,960,951	$8,438,272	$9,156,672	$9,156,672
Fringe Benefits Value of Current Items		$590,228	$888,182	$1,257,302	$1,364,344	$1,364,344
TOTAL WAGES AND BENEFITS		$4,551,487	$6,849,133	$9,695,574	$10,521,016	$10,521,016

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$1,603,003	$1,603,003	$1,603,003	$1,603,003	$1,603,003
(2) Annual Increment - On Time		$657,231	$1,314,463	$1,314,463	$1,314,463	$1,314,463
(3) $2,500 One-time payment		$1,701,025	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$3,961,260	$2,917,466	$2,917,466	$2,917,466	$2,917,466
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$1,675,940	$1,675,940	$1,675,940	$1,675,940
(2) Annual Increment - On Time			$687,135	$1,374,271	$1,374,271	$1,374,271
(3) $1,000 One-time payment - 7/1/2022			$680,410	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$3,043,485	$3,050,211	$3,050,211	$3,050,211
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$1,752,195	$1,752,195	$1,752,195
(2) Annual Increment - On Time				$718,400	$1,436,800	$1,436,800
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$2,470,595	$3,188,995	$3,188,995
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$3,961,260	$5,960,951	$8,438,272	$9,156,672	$9,156,672
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$245,598	$369,579	$523,173	$567,714	$567,714
Medicare 1.45%	1.45%	$57,438	$86,434	$122,355	$132,772	$132,772
Unemployment 0.15%	0.15%	$5,942	$8,941	$12,657	$13,735	$13,735
SERS Normal Cost 4.1%	4.10%	$162,412	$244,399	$345,969	$375,424	$375,424
OPEB Contribution 3%	3.00%	$118,838	$178,829	$253,148	$274,700	$274,700
TOTAL FRINGE IMPACT	14.9%	$590,228	$888,182	$1,257,302	$1,364,344	$1,364,344
TOTAL COST OF CONTRACT - ALL FUNDS		$4,551,487	$6,849,133	$9,695,574	$10,521,016	$10,521,016

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF CONNECTICUT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 4, LOCAL 3419
DCF PROGRAM SUPERVISORS (P-8)
Effective: ~~August 10, 2017~~ July 1, 2021 Expiring: June 30, ~~2021~~2025

ARTICLE 6

UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain

a member of the Union, the amount of dues certified by the Union, and as they maybe adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues deducted under this Article, together with a list of all employees for whom said deductions were made, as well as a list of all employees in the bargaining unit, shall be remitted to the appropriate designee identified by AFSCME Council #4 promptly after the payroll period in which such deductions are made.

The State will furnish AFSCME Council #4, each month, with the names of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to {designate recipient} and shall include the new bargaining unit member's work location.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are sufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.

Section Eight. The Union agrees to indemnify the State for any damages or costs incurred in defense of actions taken under this Article by the State.

FOR THE STATE: */Adam Garelick/* **FOR THE UNION:**

DATE: 3/14/22 **DATE:** 3-14-22

TENTATIVE AGREEMENT

ARTICLE 7 – SERVICE RATINGS

Section One. All Program Supervisors shall receive an annual evaluation within three months prior to the employee's annual increment date. For employees with a January AI date this will be October 1, employees with a July AI date, April 1. Service ratings may be issued: (1) during any working test period, (2) when the employer wishes to amend a previously submitted less than good rating due to marked improvement, (3) and at such other times as the appointing authority deems that the quality of service of a Program Supervisor should be recorded.

No second "unsatisfactory" rating shall be given until the employer has implemented a remedial plan, i.e., performance improvement plan ("PIP"), which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. The remedial plan must be in place for at least six (6) months before the employer issues another service rating. The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Two. A service rating will be conducted by the management designee familiar with the Program Supervisor's performance in his/her current job assignment.

Section Three. There shall be two overall ratings: "satisfactory" and "unsatisfactory." Ratings of "fair" in two (2) categories that make up the overall ratings and/or "unsatisfactory" in one (1) or more categories that make up the overall ratings shall constitute an overall rating of "unsatisfactory." Any other combination of ratings shall be considered an overall rating of "satisfactory."

Section Four. A Program Supervisor may only appeal an overall evaluation in which the evaluation was other than "satisfactory." The evaluator bears the burden of demonstrating the appropriateness of said evaluation. The evaluator shall document in writing any category rating of "fair" or "unsatisfactory." The explanation may include suggestions to improve the category rating.

Section Five. The service rating form remains a negotiated document.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2/24/22 **DATE:** 2/24/22

The State reserves the right to add to, amend, or withdraw proposals. The State reserves the right to submit counterproposals at any time.
2.7.2022

Adanger
2/7/22

JA 2/7/22
NAC

STATE'S AMENDED PROPOSAL #3

ARTICLE 10 – TRANSFERS

Section One. A permanent employee may apply in response to a posting for transfer to a specific shift or work location. DCF Program Supervisor positions shall be posted and a copy shall be provided contemporaneously to the Union's president.

In general, no application for employee transfer will be accepted within one (1) year of the effective date of an employee-initiated transfer.

Section Two. When a vacancy occurs in a classification, the agency will review the applications of permanent employees whose most recent annual evaluation is satisfactory or better and are seeking lateral transfer to the shift or work location where the vacancy exists. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority as defined in Article 8, Section One. "Equally qualified" shall mean all employees who hold permanent status in the same job classification and possess the special skills and/or background required for the position as proscribed by management and set forth in the job posting. Under no circumstances shall a less senior employee grieve the selection of a more senior employee.

Section Three. This Article shall not be deemed to limit the agency's right to fill a vacancy by some means other than lateral transfer when the need for training, operational efficiency, staffing and service requirements, need for special skills or background, or compliance with Federal or State programs so dictate. The agency's decision concerning such factors shall be final. However, the Union and/or the most senior qualified employee(s) requesting transfer to such vacancy, if adversely affected by such decision, shall, upon request, be provided with a formal explanation of the basis for the decision. The Union or any employee(s) may grieve concerning a pattern of unreasonable denial to qualified transfer applicants up to the Office of Labor Relations whose decision shall be final.

Section Four. In order to fulfill the service needs of clients and/or the Agency mission, involuntary transfers may be necessary. Involuntary transfers shall be governed by the following:

(a) Volunteers will be solicited before involuntary transfers are made.

(b) The Employer shall not transfer an employee for disciplinary purposes, nor solely for the benefit of another.

(c) In choosing among employees in a job classification who are equally qualified, as defined in Section 2 above, for the position to which there will be a transfer the Employer shall select the least senior employee, subject to the following:

1. When an employee is involuntarily transferred as provided herein, he/she shall retain the first right for return to a position, if equally qualified as defined above, in the location from which the employee transferred, when such becomes available.

Failure to exercise this right of return when it first occurs will forfeit any priority claim to the position.

2. A minimum of three (3) weeks notice shall be given to the employee for the involuntary transfer.

3. Any employee whose round-trip commuting distance (home to work to home) would increase by eighty (80) miles over current commuting distance shall not be considered for such transfer.

(d) Any alleged violation of this Section shall be grievable but not arbitrable.

Section Five. The Union and the Employer recognize that there are situations when a change in work surroundings of a particular employee is in the best interest of all parties. Where such situations are present, the Agency or the Union shall apprise the other. With the agreement of the Local Union President and the Agency the transfer will be permitted.

Section Six. Local President may present possible swap opportunities to Agency HR Director or designee. Swap requests will be granted at the discretion of the Agency. Denials will be responded to within 30 days of receipt of the request. Denial of swap requests shall be neither grievable nor arbitrable.

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TENTATIVE AGREEMENT

ARTICLE 12 – 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 forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, and (e) the remedy or relief sought. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

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 on its own behalf. When an individual employee or group of employees elects 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 I within thirty (30) days from the date of the cause of the grievance or within (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. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee within the thirty (30) day period specified in Section Five. Such Agency Head or designee shall meet with the Union representative and/or the grievant within ten (10) days of receipt of the grievance and issue a written response within ten (10) days after such meeting. The agency head shall delegate a single person to receive electronic filings at step one. Such filings shall be considered timely if sent within the 30 day time period.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for

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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. Whether or not a separate arbitrator has been appointed for arbitrability, upon request of either party, the hearing shall be bifurcated.

(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 suspension in excess of five (5) days, the parties shall request the arbitrator to maintain a 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 a grievance was submitted at Step I.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes § 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.

The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

Either party, upon written notice to the other, between March 1st and March 31st of each contract year may remove an arbitrator(s). By July 1st the parties will have a reconstituted mutually agreed upon panel of three (3) arbitrators for the succeeding year. The parties may waive the July 1 date by written agreement.

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) 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;
(c) Compliance with health and safety standards covered by Connecticut OSHA;
(d) Selection of interviewees for job vacancies;
(e) Any incident which occurred or failed to occur prior to the effective date of this Agreement;
(f) Those inherent management rights not restricted by a specific provision of this Agreement;

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submission to arbitration unless and until the Undersecretary for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary or his/her designee may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. Submission of a grievance to Step II shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive email.

Step III. Arbitration. Within fourteen (14) days after the Employer's answer is due at Step II or if no conference is held within sixty (60) days, within fourteen (14) days after the expiration of the sixty (60) day period, or within fourteen (14) days of the union's receipt of the step II answer an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal or suspension of more than five (5) working days, and shall bear half the cost of arbitration and associated expenses. Submission to arbitration shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations.

For purposes of this Section, timeliness of electronic submissions shall be determined based upon the **electronic record of the parties.** ~~time received in the designated email of the Office of Labor Relations.~~

Section Seven. For the purpose of the time limits hereunder, "day" means calendar day 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 employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the employer's answer had been filed timely on that last day. The grievant assents to the last attempted resolution by failing timely to appeal timely said decision or by accepting said decision in writing.

Section Nine. Arbitration.

(a) The parties shall establish a panel of three (3) arbitrators from which a specific arbitrator shall be selected on a rotational basis. 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.

A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing, except that in this event, the responding party may defer hearing the arbitrability for 7 days.

NMC 2/10/22

(g) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

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

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2/10/22 **DATE:** 2/10/22

TENTATIVE AGREEMENT

ARTICLE 14 – COMPENSATORY TIME

Section 1. All program supervisors shall be eligible for pre-approved compensatory time after fifty (50) hours of work per week. Such approval must be in writing by a manager. Compensatory time shall not be a basis for compensation at any point other than upon its use, including but not limited to termination, separation or retirement. Program supervisors are expected to use compensatory time within 12 months after it is earned; such accumulation shall expire after 12 months. Requests to use compensatory time shall be made to management as far in advance as possible. Such requests will be approved based on the operational needs of the agency. When available, program supervisors may use compensatory time accruals for pre-approved time off, in lieu of other types of accrued leave.

Section 2. Program Supervisors shall record all hours worked in a manner determined by the employer. DCF will maintain records concerning the earning and usage of compensatory time within the bargaining unit based on payroll records. The Union may request such records no more than once per quarter on a calendar-year basis.

FOR THE STATE: Adam Yandell **FOR THE UNION:**

DATE: 2/28/22 **DATE:** 2/28/22

TENTATIVE AGREEMENT

ARTICLE 25 – LABOR-MANAGEMENT COMMITTEE

Section One. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees may be established at the agency level to discuss the implementation of this Agreement and other matters of mutual interest. Such committees shall include up to three (3) representatives of each party. Among the matters which this committee may review are affirmative action matters, employee productivity, work-life balance inclusive of workload considerations, flexible work schedules including the identification and development of pilot programs designed to test the feasibility of this concept, safety and health issues and other issues pertaining to the provisions of this Agreement. Representatives of the Office of Labor Relations and the Council 4 may participate in such meetings. At the request of either party, formal written minutes shall be taken.

Section Two. Labor-management committee meetings may be requested by either party and shall be scheduled at a mutually convenient time as soon as practicable. Agenda items may be submitted by either party, and if practicable, one (1) week in advance of a meeting.

Section Three. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked.

Section Four. Labor-management committees shall have no authority to negotiate agreements, but may exchange letters of understanding and/or approved meeting minutes.

FOR THE STATE: adamgarelst **FOR THE UNION:** [signature]

DATE: 2/28/22 **DATE:** 2/28/22

The State reserves the right to add to, amend, or withdraw proposals. The State reserves the right to submit counterproposals at any time.

adam 2/7/22

PROPOSAL #10

TA NMC 2/7/22

ARTICLE 32 – ~~PRINTING~~ DISTRIBUTION OF AGREEMENT

The Union shall be responsible for printing contract booklets for its personnel and members. The State shall publish an electronic version of the Agreement on the State of Connecticut, Office of Policy and Management website.

~~The parties will share equally the cost of printing the Agreement by a Union printer. The Agreement shall be in booklet form.~~

TENTATIVE AGREEMENT

ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2021 and shall expire on June 30, 2024.

Deleted: August 10, 2017 and shall expire on June 30, 2021.

Unless otherwise stated to the contrary, language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

Deleted: _____

FOR THE STATE: _____ FOR THE UNION: _____

DATE: March 3, 2022 DATE: March 3, 2022

Deleted: _____

TENTATIVE AGREEMENT

[NEW ARTICLE] SUMMER PICNIC AND HOLIDAY PARTY

Each Program Supervisor shall be entitled to up to four (4) hours off to attend a DCF or Local 3419-sponsored summer picnic and up to four (4) hours off to attend a DCF or Local 3419-sponsored holiday party.

FOR THE STATE: _____ **FOR THE UNION:** _____

DATE: 2/24/22 **DATE:** 2/24/22

SUPERSEDENCE APPENDIX
P-8
July 1, 2021 – June 30, 2024

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Compensation (General Wage Increases)	Art. 13, Sec. 1	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Annual Increments)	Art. 13, Sec. 2	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Special Lump Sums)	Art. 13, Sec. 3	C.G.S. §§ 5-200(k), 5-200(m)
Service Ratings	Article 7	C.G.S. § 5-237
Summer Picnic	New Article	C.G.S. § 5-238; Reg. 5-238-1 thru 5-238-5
Union Security and Payroll Deductions	Article 6	C.G.S. § 5-260, C.G.S. § 5-280

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: P-8 DCF Program Supervisors
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	28
	General Fund	28

Total Annual Wages (26 pay periods) All Funds: $3,803,965

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$135,856				
1st Year Contract: 2021-2022	$143,746	2.50%	3.31%	0.00%	5.81%
2nd Year Contract: 2022-2023	$151,944	2.50%	3.20%	0.00%	5.70%
3rd Year Contract: 2023-2024	$155,743	2.50%	0.00%	0.00%	2.50%
4th Year Contract: 2024-2025	$155,743	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$3,803,965	$228,014	$414,009	$556,828	$556,828	$556,828
Fringe Benefits Value of Current Items		$33,974	$61,687	$82,967	$82,967	$82,967
TOTAL WAGES AND BENEFITS		$261,988	$475,696	$639,795	$639,795	$639,795

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA effective 7/1/2021		$95,099	$95,099	$95,099	$95,099	$95,099
(2) Annual Increment - On Time		$62,914	$125,829	$125,829	$125,829	$125,829
(3) $2,500 One-time payment		$70,000	$0	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$228,014	$220,928	$220,928	$220,928	$220,928
Fiscal Year 2022-2023						
(1) 2.5% COLA effective 7/1/2022			$100,622	$100,622	$100,622	$100,622
(2) Annual Increment - On Time			$64,458	$128,917	$128,917	$128,917
(3) $1,000 One-time payment - 7/1/2022			$28,000	$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$193,081	$229,539	$229,539	$229,539
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 7/1/2023				$106,361	$106,361	$106,361
(2) Annual Increment - On Time				$0	$0	$0
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$106,361	$106,361	$106,361
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$228,014	$414,009	$556,828	$556,828	$556,828
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$14,137	$25,669	$34,523	$34,523	$34,523
Medicare 1.45%	1.45%	$3,306	$6,003	$8,074	$8,074	$8,074
Unemployment 0.15%	0.15%	$342	$621	$835	$835	$835
SERS Normal Cost 4.1%	4.10%	$9,349	$16,974	$22,830	$22,830	$22,830
OPEB Contribution 3%	3.00%	$6,840	$12,420	$16,705	$16,705	$16,705
TOTAL FRINGE IMPACT	14.9%	$33,974	$61,687	$82,967	$82,967	$82,967
TOTAL COST OF CONTRACT - ALL FUNDS		$261,988	$475,696	$639,795	$639,795	$639,795

STATE OF CONNECTICUT
JUDICIAL BRANCH
90 Washington Street 4th floor
Hartford, Connecticut 06106
Telephone (860) 706-5277
Facsimile (860) 706-5092

ADMINISTRATIVE SERVICES DIVISION
HUMAN RESOURCE MANAGEMENT UNIT

March 22, 2022

MEMO TO: Sandra Fae Brown-Brewton
Undersecretary for Labor Relations

FROM: Brian Hill, Director

RE: Contract Submission for the Judicial Branch and the State of Connecticut Judicial Employees, Local 749, AFSCME, AFL-CIO

Attached please find twenty copies of the signed tentative agreements, supersedence appendix, and costs sheets for the contract between the Judicial Branch and the State of Connecticut Judicial Employees, Local 749, AFSCME, AFL-CIO.

Cc: E. Graham
J. Santoro
D. Fitzpatrick, Public Defender Services
L. Hansen, Probate Court Administration
B. Capon
R. Nelson, Local 749
J. Wells, Local 749

THE STATE OF CONNECTICUT JUDICIAL BRANCH
And
LOCAL 749 OF COUNCIL #4 AFSCME, AFL-CIO
TA 1

ARTICLE 8, Section 9

Section 9. Steward Training. The Judicial Branch and AFSCME agree that in order to promote the precepts as incorporated in the Preamble of this Agreement and for the expeditious and reasonable processing of disputes under this Agreement, initial steward training shall be a valuable asset in promoting these goals. To that end, the Judicial Branch agrees to allow each steward two (2) days of training, without loss of pay or benefits, to a maximum of ~~forty (40)~~ thirty-five (35) stewards. Stewards shall be granted time off for training and representational duties subject to the provisions of Section 7(c) of this Article.

ARTICLE 10, Section 6

Step 4. Arbitration. Within thirty (30) days after the appropriate response at Step 3, or if no response is forthcoming, within thirty (30) days after the expiration of the time limit, AFSCME may submit an unresolved grievance to arbitration, but no individual employee may submit a grievance to arbitration.

ARTICLE 11, Section 1 (b) (Not a Proposal- Correction)

(b)The employee shall be rated on the criteria, inter alia, of the quality of the work, the quantity of his/her work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory ability. Upon receipt of such written notification at any time within the nine (9) month ~~six (6) month~~ period, the Chief Court Administrator or his/her designee shall remove the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position

ARTICLE 12, Section 1

The annual performance appraisal report shall be completed approximately three (3) but no less than two (2) months prior to the employee's annual increase date. Unless for good cause shown, late performance appraisals shall be voidable at the option of the employee. A performance appraisal will be conducted by a management designee outside the bargaining unit, who is familiar with the employee's work, however, bargaining unit classifications in pay group **24** ~~25~~ and above may be designated by management to conduct performance appraisals. **Bargaining Unit classifications in pay groups 22 and 23 may be asked by management for input on an employees' performance appraisal, but will not conduct or otherwise be part of said performance appraisal.**

When an employee is rated "unsatisfactory," the rating supervisor shall state rea- sons and, if practicable, suggestions for improvement. All performance appraisal reports with an overall "unsatisfactory" rating 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 and prior to its submission to the Executive Director or designee(s). Unless the parties agree

to the contrary after consultation under Section 3 of this Article, there shall be two overall ratings: ''satisfactory'' or ''unsatisfactory.'' An employee receiving an ''unsatisfactory'' evaluation shall not receive an annual increment.

ARTICLE 12, Section 4

Section 4. Notice of all unsatisfactory performance appraisals shall be sent to the President of Local 749 within **ten (10)** ~~five (5)~~ working days after they are provided to the employee.

ARTICLE 14, Section 1 (b)

(b) The employer shall not have any authority to transfer any employee due to misconduct **outside of proven workplace violence or harassment. Should an accusation of workplace violence or harassment be substantiated, and it is determined that a transfer shall occur, the parties shall meet and negotiate said transfer.** Accordingly, transfers shown to be based on misconduct shall be voidable without regard to whether or not such misconduct occurred.

ARTICLE 15, Section 7

Recall. Employees who have been laid off shall be recalled, in order of seniority within their current classification as defined in Section 3(d) of this Article, provided that if an employee refuses to accept the position, if the position is within thirty (30) miles of the employee's home, or if the employee refuses to accept recall to the location from which he/ she was laid off, then the Employer's obligation to said employee shall be fully discharged and the employee shall have no further rights to be recalled. Notwithstanding the above, the Employer's obligation to recall an employee shall be discharged ~~thirty-six (36)~~ twenty-four (24) months following the employee's layoff.

ARTICLE 24, Section 4 (c)

(c) in the event of death in the immediate family when as much as five (5) working days' leave with pay may be granted. Immediate family means spouse, ~~domestic-partner*~~, father, mother, sister, brother or child, and also any person who is domiciled in the employee's household;

~~(*domestic-partner is defined as a person who has qualified for domestic-partner benefits under the parties' pension and health care agreement.)~~

APPENDIX D

~~Job Security~~

~~The parties have agreed that no bargaining unit member hired on or before July 1, 2017 shall be laid off for any reason. This job security will be applicable through June 30, 2021, subject to the limitations set forth below:~~

~~This protection from lay off does not prevent the Judicial Branch from restructuring and/or eliminating positions provided those affected are offered another job comparable in pay. An employee who is laid off due to refusal of such a position will not be considered a lay off for purposes of this agreement. Protection from loss of employment is for permanent employees; it does not apply to employees in their initial probationary period.~~

~~Any employee who is laid off after June 30, 2017 shall have available any and all rights set forth under the SEBAC Placement and Training Agreement.~~

APPENDIX E

~~Unpaid Furlough Days~~

~~The parties agree to the following in accordance with the agreement reached between the State of Connecticut and SEBAC.~~

~~Each employee is required to take three (3) unpaid furlough days (or twenty-four unpaid furlough hours) 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. Use of furlough hours must be requested in advance and approved by management.~~

~~If an employee leaves the Branch 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 40 hours per week.~~

~~Furlough days shall be treated in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.~~

Section 7. Union Business Leave.

a) *No Change*
b) *No Change*
c) *No Change*
d) **The current Union President shall have paid release, at their applicable pay-rate, each Monday, Wednesday, Friday per week to attend to Union Business. Any remaining Union release requests which fall on a Tuesday or Thursday, shall be requested through the Human Resources Management (HRM) unit in Hartford. Said requests shall not be unreasonably denied. Should a new Local 749 Union President be elected or otherwise appointed, the parties will meet and negotiate said Union President release schedule.**

Section 8. Orientation and Training. The Employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). The Judicial Branch shall provide the Union with a list new employees, **their work locations ~~within a reasonable period of time after they are hired.~~ and job class(s). The Union shall be offered to attend the new member orientation. In the event the Union is unavailable to attend orientation,** each new employee shall be released from work for

one hour immediately before or after his/her meal period without loss of pay or benefits to attend a union orientation meeting. The time and location of such meeting shall be determined by mutual agreement of the Union and the Employer.

Union orientation: Union Steward(s)/Executive Board members may meet with facility employees for one (1) hour of a regularly scheduled shift or workday annually, in order to re-orientate the facility employees regarding Union representation and their Union rights, to include Local affiliation. Said meeting requests shall be preapproved with management and in accordance with Article 8. Section 3.

Section 9. Steward Training. *No Change*
Section 10. Equipment Usage. *No Change*

ARTICLE 10.

Grievance Procedure

Section 1. Definitions; Purpose. ~~a)~~ A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement. ~~b) Effective upon approval by the General Assembly a~~ **A** grievance is also defined as a written complaint involving the allegation of a pattern of unfair treatment of an employee by the Employer, subject to the following:

1) unfair treatment grievances may be processed only through Step III of the procedure outlined below and shall not be subject to arbitration;

2) *No Change*
3) *No Change*

4) ~~upon expiration of this collective bargaining Agreement allegations of a pattern of unfair treatment shall not be grievable unless affirmatively negotiated and agreed to, in writing, by the parties.~~

Section 2. Format. *No Change*
Section 3. Grievant. *No Change*
Section 4. *No Change*
Section 5. Informal Resolution. *No Change*
Section 6. The Grievance Procedure.

Step 1. Supervisor. *No Change*
Step 2. Executive Director or designee(s)/Chief Public Defender or designee(s). When an answer does not resolve the grievance at Step 1, such grievance shall then be submitted to the division head. ~~The employee or the Union shall present the grievance within fourteen (14) days to such designee who shall issue a written response to the grievance within fourteen (14) days.~~ **The Division head, or designee, shall meet with the Union representative, or the grievant, or both, and issue a written response within fourteen (14) days after said meeting.**

Step 3. Chief Court Administrator. *No Change*
Step 4. Arbitration. *No Change*
Section 7. *No Change*
Section 8. *No Change*
Section 9. Settlement of Grievances. *No Change*

Section 10. Consolidation. The parties may, by mutual agreement, consolidate for hearing ~~by a single arbitrator~~ two or more grievances arising out of similar factual situations, or involving similar issues of contract interpretation, or both.

Section 11. Arbitration.

(a) (1) Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief Court Administrator or his/her designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Director of AFSCME.

(2) **Selection.** The parties shall utilize a panel of **five (5)** ~~four (4)~~ mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:

(i) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators.

(ii) If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected.

(3) **Procedures; Cost; Attendance.** 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 appointment. The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no verbatim record of the proceeding shall be made. Costs of making a record shall be borne by the requesting party. If a record is made pursuant to a mutual agreement, costs of making such record shall be shared equally. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests that a record be made or that he be given a transcript, the costs of said record or transcript shall be shared equally.

The Employer shall grant reasonable time off to employees to attend an attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.

~~(b)~~ On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.

~~(c)~~ The arbitrator 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

pertinent provision of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article 6 as well as any other matter dealing with the administration of the Branch shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The arbitrator shall render his decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes §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 a decision by a court of competent jurisdiction that the arbitrator's award: (1) contravenes the public interest, or (2) is arbitrary or capricious.

As to the specific express provisions of the Agreement, the parties have bargained for the arbitrator's construction. Absent any of the above grounds for overturning an award, the courts shall not substitute their interpretation for that of the arbitrator.

Section 12. Reclassification Grievances. *No Change*
Section 13. *No Change*
Section 14. *No Change*

FOR THE JUDICIAL BRANCH OF STATE OF CONNECTICUT

11/18/21
Brad Capon, Esq. **Date**
TITLE

Vicki Marino **Date**
TITLE

FOR AFSCME, AFL-CIO LOCAL 749 OF COUNCIL #4

11.18.2021
J. Wells **Date**
Staff Representative

11/18/2021
Ron Nelson **Date**
Local 749 President

THE STATE OF CONNECTICUT JUDICIAL BRANCH
And
LOCAL 749 OF COUNCIL #4 AFSCME, AFL-CIO
Tentative Agreement # 2

ARTICLE 2.
Recognition

Section 1. The Judicial Branch of the State of Connecticut herein recognizes the State of Connecticut Judicial Employees Local 749, Council 4, AFSCME, AFL-CIO as the exclusive representative of the employees in permanent positions regularly working 20 or more hours per week whose job titles were placed within this bargaining unit of judicial employees by the Connecticut State Board of Labor Relations in Cases No. SE-5973, SE-5981 and SE-9263 with the exception of employees whose titles have been removed either in Cases No. SEE-9659 and SEE-9660 or by mutual agreement of the parties. Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certifications above cited, **to include job titles and classifications which have been added to the Bargaining Unit since the issuance of Cases No. SE-5973, SE-5981 and SE-9263,** and shall not apply to employees who are paid on the temporary payroll. Persons otherwise eligible serving a working test period are included.

**Remainder of the Article unchanged*

ARTICLE 7.
Union Security and Payroll Deductions

**Delete existing Article Sections and replace with the following:*

Section 1. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section 2. The Branch shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the Branch within thirty (30) days of the Union providing certification of said authorization to the Branch. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section 3. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current process shall be provided to the

Agency by the Union; however should this process change, the Union shall provide the Branch with the updated written version of the process within ten (10) business days.

Should a bargaining unit member approach the Branch or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the Branch may notify the employee of its obligation to comply with this Article, including Section Two above. If the Branch is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section 4. Upon request of the Branch, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Branch for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Branch will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of dues or agency service fees deducted under this Article shall be remitted to the Union as soon as practicable after the payroll period in which such deductions are made with a list of employees for whom any such deduction is made.

Section 6. In accordance with procedures promulgated by the Office of the State Comptroller, the Branch shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section 7. No payroll deduction of dues or agency service fees shall be made from workers' 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 8. The Branch shall continue its practice of payroll deductions as authorized by for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the Branch in advance.

Section 9. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union agency fees or to rebate to the employees a portion of such fees properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages, and deductions by paying the Branch for said damages and deductions.

Section 11. New Hires. The Branch will provide notice to the Union of new Members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Local 749 President and Council 4 AFSCME and shall include the new bargaining unit Member's work location. This

notice shall also include the names of the bargaining unit Members who have resigned or been separated from State service.

Section 12. Except as otherwise provided by the parties, all new Members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within thirty (30) days of an employee's hire, the Union shall schedule the orientation at its discretion, consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement. This section shall be in addition to, and shall not diminish, any other provisions of the CBA which allow for Union orientation. This section shall be in addition to, and shall not dimmish, any other provisions of the CBA which allow for Union orientation.

Section 13. Monthly Reports. The Branch shall furnish AFSCME Council 4 and the Local 749 leadership, on a monthly basis, reports containing the following information sortable by actual work location:

a) Current Bargaining Unit Members.
b) New hires into Bargaining Unit, their classification, employee number, and address.
c) Re-employed workers into the Bargaining Unit, their classification, employee number, address, and date of hire.
d) Employees separated from the Bargaining Unit and date of separation.
e) General changes for Bargaining Unit employees

All employees not paying Union Dues nor Agency Fees, by work location assigned.

ARTICLE 10, Section 13 (j)

(j) Disputes over claimed unlawful discrimination, including grievances alleging a violation of any other provision of the contract, shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities and/or the Equal Employment Opportunity Commission, and said complaint arises from the same common nucleus of operative fact.

ARTICLE 15.
Reduction in Force

Section 3. Procedures for Reduction in Force.

(a) – (c) *No Change*
(d) *No Change*
(1) *No Change*
(2) *No Change*
(3) *No Change*

~~Current continuous services of full-time Adult Probation Commission employees as of December 31, 1978, shall be deemed service in the Connecticut Judicial Branch.~~

The Employer shall give the Union not less than fourteen **four (4) weeks** ~~fourteen (14) days~~ notice of layoff and at the Union's request shall meet to discuss alternatives.

Section 4. Impact of Contracting Out. *No Change*

Section 5. Notice of Layoff. The Branch shall give employees not less than **four (4) weeks** ~~fourteen (14) days~~ notice of layoffs. **Employees who are noticed of layoff under this section shall continue to receive all the benefits of the CBA during said notice period.**

Section 7. Recall. *Paragraph addressed in previous TA*

Any employee who is laid-off shall have available any and all rights set forth under the SEBAC Placement and Training Agreement.

Section 8. Seniority Tiebreaker. *No Change*

(1) *No Change*
(2) *No Change*
(3) The determination shall be resolved by drawing the name(s) of the person(s) to be deemed more senior by lot. **The Union will observe said drawing of names.**

Section 9. *delete and replace with the following*

Section 9. Laid Off Employees Filling Vacancies. In classes that have no employees on a recall list, employees who have either been laid off or have been notified that they are subject to layoff on a certain date and who meet the minimum qualifications, shall be notified, along with the Union, of any vacancies within the Bargaining Unit. For purposes of this section, notice shall be defined as job postings for appointment to the Judicial Branch website.

Laid off employees who choose to fill a vacancy within the bargaining Unit under this provision shall be recalled to the vacant position provided they are deemed "fully" qualified according to the vacant position job description. Individuals who utilize this Article/Section will be required to serve a probationary period of thirty (30) days. Final hiring decisions are to be at the sole discretion of the Judicial Branch or the Public Defender's Office and are not to be subject to the grievance or arbitration procedures. A laid off Employee who does not choose to fill a vacancy within the bargaining Unit under this provision, or does not pass their probationary period, shall not be penalized and shall maintain all of their lay-off protections listed within this CBA.

ARTICLE 17.
Compensation

Section 3. Night Shift Differential. Effective and retroactive to July 1, 2021, Employees who are regularly assigned to work shifts beginning before 6:00 a.m. or on or after 2:00 p.m., shall receive **a one dollar ($1.00)** per hour night shift differential. **Bail staff shall receive night shift differential in accordance with the Memorandum of Agreement dated September 10, 2021.**

Section 4. Weekend Differential.

(a) For purposes of this section, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday and ending at 11:00 p.m. on Sunday night. Bail staff shall receive the weekend differential in accordance with the Memorandum of Agreement dated September 10, 2021.

(b) **Effective and retroactive to July 1, 2021,** weekend differential shall be paid for working a full shift with the majority of shift hours falling on the weekend. Weekend differential shall be paid only for hours worked and not on leave time. Eligible employees shall receive a weekend differential of **one dollar ($1.00) per hour.**

Section 7. Tuition Reimbursement. The Employer will allocate $26,000 in each year of this agreement for the existing tuition reimbursement program contained in the Administrative Policies and Procedures Manual. Tuition reimbursement shall be up to a maximum of **three hundred dollars ($300) per credit for undergraduate courses and four hundred dollars ($400) per credit for graduate courses** ~~$225.00 per credit~~. Unused amounts allocated for tuition reimbursement in one fiscal year shall be available in the next fiscal year.

Section 8 (a)

(a) Each year of this Agreement, the Employer shall allocate $4000 to finance attendance at workshops, seminars, classes for certification or conferences by employees, without loss of pay or benefits. Such work- shops, seminars, classes or conferences must be educational and beneficial to the employee and the Judicial Branch and shall not include steward training. A maximum of **$750** ~~$400~~ shall be allotted for any one attendance. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging. **Individual employees may access said funds once per calendar year.**

Section 10. Automobile Availability Fee. For each year of this agreement, employees who are required to have a vehicle available for daily use shall receive an automobile availability payment of **$400.00** ~~$300.00~~. **Effective upon ratification of this Agreement and starting with the auto availability fee payment to be paid in February 2023, increases to the auto availability fee shall correspond with the general wage increases (GWI.)** The auto availability fee shall be paid to eligible employees in the second February pay check. Eligible employees are those employees active on January 1 of the year the fee is to be paid who are required to have an automobile available for daily use. There shall be no prorating of this fee.

ARTICLE 18.
Temporary Service in a Higher Class

~~Section 4. Temporary assignments to a higher class for periods of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.~~

Section 4. The Branch shall not circumvent the language of this Article by rotating the higher class duties among multiple employees to average less than thirty (30) working days per employee and thereby circumventing the intent of the Article language. When a temporary assignment to a higher class occurs or is approved, the Union shall be notified.

ARTICLE 19, Section 1 (b) (C)

(b) Employees now working a regular forty (40) hour workweek shall continue to do so ~~for the life of this agreement unless~~ **negotiated with the union,** except that:

(1) *No Change*

(2) *No Change*

(C) *Applicable Bail/IAR Specialist MOA dated 09.2021 changes*

ARTICLE 20.
Overtime Pay

Section 2. Earning Overtime. No employee may earn overtime pay unless:

(1) No change

(2) the division, upon request of the employee, approves in writing overtime for work already performed. ~~It is further provided that overtime cannot be earned for work performed at an employee's place of residence.~~ No employee shall be required to bring work home.

No other changes to the Article/Section

Section 10

~~Supreme Court Police and~~ Juvenile Transportation Officers and **Juvenile Detention Officer Hybrid will** continue to receive overtime pay consistent with existing practice **and in accordance with the Stipulated Agreement dated 03.13.2020.**

ARTICLE 23.
Military Leave

A full-time permanent employee of the department who is a member of the armed forces of the State or of any component of the armed forces of the United States and who is required to undergo field training therein shall, for a period not exceeding three (3) calendar weeks of such field training each year, be entitled to a leave of absence with pay, in addition to his/her annual vacation. Such military leave shall be granted upon submission to the Chief Court Administrator of acceptable and official military orders for such military training. Further military leave of absence with pay up to a maximum of thirty (30) days in any calendar year, ~~may~~ **shall** be granted by the Chief Court Administrator for **any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder).** ~~due to emergencies proclaimed by the Governor or the President~~.

ARTICLE 29.
Transfers for Operational Reasons

Section 2. A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers shall first be attempted on a voluntary basis with seniority being the controlling factor. Involuntary permanent transfers shall be made in accordance with the inverse seniority, with the least senior employee in the identified job class at the identified location being transferred. Seniority for the purposes of this Article is defined as current continuous service as a full-time permanent employee in the Connecticut Judicial Branch.

If such a transfer will require an employee to commute a distance of **ten (10)** ~~fifteen (15)~~ miles or greater one way in addition to the distance he/she commuted before the transfer, the Employer and the Union shall meet to discuss alternatives at the request of the Union. Any agreement reached by the parties at this meeting shall supersede the provision of this section regarding seniority as a factor in transfers. An employee who has been involuntarily transferred shall have the right to return to his/her original duty station prior to the hiring of a new employee or transfer of an employee in the same or similar job classification at that duty station. A similar job is one for which the transferred employee meets the minimum qualifications and the salary grade for which is no higher than the salary grade to the current position of the transferred employee.

ARTICLE 36 *(New, Remaining Articles Shifted to Article 37, 38)*

Section 1. Notice of Openings. Notice of vacancies to be filled in AFSCME-Judicial bargaining unit positions shall be posted division-wide. Notices shall remain posted for ten (10) work days. Interested employees must submit applications within ten (10) days of the initial posting. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this posting. Permanent part-time Judicial Branch employees will be eligible to apply for openings which are posted as full-time openings.

Section 2. The Branch will post bargaining unit classes for relocation. Classes with only one job site location and bargaining unit positions in Probate Court Administration, Supreme Court, and Appellate Court will be exempt from this requirement. The Branch may advertise and/or post for appointment and/or promotion simultaneously with these relocation postings.

Employees must have no discipline within one (1) year, a satisfactory rating on their most recent performance appraisal, and hold the same bargaining unit job title as the relocation posting in order to be eligible to apply.

When the Branch determines that permanent bargaining unit positions in the following job classes are to be filled, candidates will be interviewed by the Branch, provided that the employees meets the eligibility requirements. The most senior employees will be selected by the Branch for the relocation. For Court Recording Monitors with 36.25 plus hours, this language is superseded by the CRM MOA.

Court Recording Monitor Trainee
Court Recording Monitor I
Court Recording Monitor II
Court Interpreter I/II
Support Enforcement Assistant
Support Services Investigator

For all other bargaining unit positions, when permanent bargaining unit positions are determined to be filled, the Branch/Public Defender Services will consider all qualified internal applicants for the posting. No less than ~~five (5)~~ four (4) most senior applicants from the same Division where the opening occurs will be interviewed, along with the rest of the applicant pool, if applicable.

Seniority for this provision will be determined by Branch seniority. Any ties in seniority will be resolved in accordance with Article 15, Section 8.

ARTICLE 37. *(Article Shifted due to new Article 36.)*
Misc.

New Section. Advancement. Members employed in the following classifications shall be automatically advanced to the corresponding classifications according to the time-period referenced if they are not advanced sooner. Any advancements under this section are subject to satisfactory performance evaluations.

- Office Clerk to Administrative Clerk I (2 years)

- **Court Monitor Trainee to Court Monitor I (2 years)- Subject to the terms of the Stipulated Agreement dated April 14, 2021.**
- **Court Monitor I to Court Monitor II (2 years)- Subject to the terms of the Stipulated Agreement dated April 14, 2021.**
- **Maintenance Service Worker I to Maintenance Services Worker II (2 years)**
- **JDO Trainee Transitional to JDO Trainee (2080 hours)**
- **JDO Trainee to JDO (1 year)**
- **IAR Specialist Trainee to IAR Specialist (1 year)**
- ***Any other job classifications which have automatic progression***

HOUSEKEEPING **– MOA regarding ARTICLE 10, Section 11(2)**

The parties agree to sign an MOA outside of the CBA that will add Dennis Murphy to the panel of mutually agreed upon arbitrators.

FOR THE JUDICIAL BRANCH OF STATE OF CONNECTICUT

2/28/22
Brad Capon, Esq. **Date**
TITLE

FOR AFSCME, AFL-CIO LOCAL 749 OF COUNCIL #4

02.28.2022
J. Wells **Date**
Staff Representative

2/28/2022
Vicki Marino **Date**
TITLE

3/3/2022
Ron Nelson **Date**
Local 749 President

THE STATE OF CONNECTICUT JUDICIAL BRANCH
And
LOCAL 749 OF COUNCIL #4 AFSCME, AFL-CIO
Tentative Agreement # 3

ARTICLE 17.
Compensation

Section 1. Base Salary Increases and Annual Increments.

a) and b) GWI, AIs/Steps (including a fourth year reopener for both) according to the State Unions' Coalition Agreement with the State.

Modify the remainder of b) according to the following;

~~Effective July 1, 2019, e~~ Employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand dollars ($1,000) per year. The payment shall be made as of the date the increment as specified above would have applied and may be denied for an overall "unsatisfactory" performance appraisal.

Effective and retroactive to July 1, 2021, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand two hundred fifty dollars ($1,250) per year. The payment shall be made as of the date the increment as specified above would have applied and may be denied for an overall "unsatisfactory" performance appraisal.

Section 11. Juvenile Detention–WORKING CONDITIONS STIPEND

(a) ~~For each year of this agreement,~~ Full-time permanent bargaining unit employees regularly assigned to Juvenile Detention facilities shall receive a working conditions stipend of **$700.00 for year one (1) and $850.00** ~~$700.00~~ **each remaining year of the Agreement.**

(b) This stipend is limited to employees in the following "hazardous duty" job classes: Food Services Assistant, Food Services Coordinator, Juvenile Detention Officer Trainee, **Juvenile Detention Officers Hybrid Juvenile Detention Officer Trainee Transitional,** Juvenile Detention Officer, Lead Juvenile Detention Officer, Juvenile Detention Shift Supervisor, Juvenile Detention Transportation Officer, and Building Supervisors and Maintainers working in the Court Support Services Division.

(c) *No Change*

ARTICLE 17, Section 12

Effective July 1, 2022, Step 99 of the Bargaining Unit 83 salary schedule shall be eliminated. Effective July 1, 2023, Bargaining Unit 83 employee and classification payrates shall be merged into the Bargaining Unit 43 salary schedule. Said employees shall be slotted into pay grades and steps in the Bargaining Unit 43 pay scale by utilizing the round up method.

Section 13. On Call/Standby Pay. All 749 members who are required by managerial directive to standby, carry a response device or be available for immediate response during off-duty hours will be compensated at the rate of one hundred fifty dollars ($150) per month. Supervising IAR Specialists and Leads shall continue to be compensated according to the Stipulated Agreement dated 09.10.2021.

All 749 members who are required/ordered to utilize their own personal devices (cell phone, computer, etc.) and/or WiFi and/or internet connection to perform Branch business, shall be compensated at the rate of double their regular hourly rate for all hours worked, with a minimum of four (4) hours at said rate, each time they are required to perform said work. This provision shall not apply to those Members who are voluntarily scheduled to work remotely as part of an agreed upon remote work plan, ADA or other accommodation or any other situation negotiated between the Branch and the Union.

ARTICLE 18.
Temporary Service in a Higher Class

~~Section 4. Temporary assignments to a higher class for periods of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.~~

Section 4. The Branch shall not circumvent the language of this Article by rotating the higher class duties among multiple employees to average less than thirty (30) working days per employee and thereby circumventing the intent of the Article language. When a temporary assignment to a higher class in the bargaining unit is approved by Judicial Human Resources the Union shall be notified.

ARTICLE 20.
Overtime Pay

Section 5. **Overtime.** Overtime pay will be calculated in accordance with the Federal Fair Labor Standards Act, ~~and~~ applicable state statutes, **and established past practice**. Job classifications that have historically received overtime payment in lieu of compensatory time shall continue to have overtime payments calculated using the same method they have in the past.

ARTICLE 27.
Group Health Insurance

~~The State shall continue in force the health insurance coverage in effect on June 30, 2009, subject to the negotiations of the Health Care Cost Containment Committee~~

Section 1 Health insurance coverage. The terms and conditions of employee health insurance coverage and benefits are negotiated separately by the State and Unions. All provisions concerning the health insurance coverage and benefits as governed by the separate agreement of the parties on that subject.

ARTICLE 35.
Uniforms

Section 3. Safety Shoes. For each year of this agreement, each maintenance employee who is required to wear safety shoes shall receive up to **$250.00** ~~$125.00~~, with receipt, for the purchase of up to two pairs of such shoes, payable with the second July paycheck.

APPENDIX G.
Swapping

Juvenile Detention Officers shall be allowed to swap scheduled shifts with other Juvenile Detention Officers at the same facility. Lead Juvenile Detention Officers and Juvenile Detention Shift Supervisors shall be allowed to swap scheduled shifts with other Lead Juvenile Detention Officers and Juvenile Detention Shift Supervisors at the same facility. Swaps shall not be permitted for probationary employees and are limited to 4 swaps per month for all other eligible employees. **Additionally, the Bail Commissioner classification and Lead IAR Specialist working non-court hours shall be allowed to swap in accordance with the Stipulated Agreement dated 09.10.2021.**

(a) A swap request form must be completed and submitted to management for approval at least 5 days prior to the requested swap date. The agreed upon swap payback date must be within 30 calendar days of the initial swap. The payback date must be on a day on which the employee is scheduled to be on duty. Open-ended swaps and three-way swaps shall not be allowed. Any employee actually working for another employee while on a swap shall retain his/her seniority in the event of involuntary overtime being necessary.

(b) Approval for all swap requests is at the discretion of the management. Once a swap request has been approved in writing, it may only be rescinded by mutual agreement of the parties. An employee who does not report to work as scheduled in an approved swap will not be permitted to swap for 90 days after the first such occurrence and will be subject to being prohibited from swapping permanently after a second occurrence. In the event an employee

does not report to work for an approved swap the employee ~~scheduled to work the assigned shift~~ will be charged with an unauthorized absence. Disputes regarding swaps may be grieved, but are not subject to arbitration. The Judicial Branch is not responsible for enforcing swap agreements between employees.

(c) Any employee who works more than 40 hours in a week as a result of a swap will not be entitled to overtime pay. In the case of swaps that fall on a holiday, night or weekend, employees will be paid in accordance with the applicable rate for their regularly scheduled shift.

Additional TA Items;

- **Remote Work Agreement; continue negotiations and initiate Remote Work Agreement by 04.18.2022**
- **Insert MOAs into the CBA where they are applicable or Appendix Reference**

FOR THE JUDICIAL BRANCH OF STATE OF CONNECTICUT

2/28/22
Brad Capon, Esq. **Date**
TITLE

FOR AFSCME, AFL-CIO LOCAL 749 OF COUNCIL #4

02.28.2022
J. Wells **Date**
Staff Representative

2/28/2022
Vicki Marino **Date**
TITLE

3/3/2022
Ron Nelson **Date**
Local 749 President

AFSCME LOCAL 749
APPENDIX A
Supersedence

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes, as follows:

(1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 25, Civil Leave, shall supersede C.G.S. Section 51-247, Compensation of Jurors.

(2) The exclusive deduction of dues for members of AFSCME under Article 7, Union Security and Payroll Deductions, shall be deemed to supersede the words "any organization" in C.G.S. Section 5-260.

(3) Article 5, Section 2 and Article 33, Section 2(a) shall be deemed to supersede C.G.S. Section 5-271 (a) and (e) and Section 5-272 (c) except to the extent that Article 33, Section 2(a) mandate impact bargaining.

(4) Disciplinary interviews (Article 14, Sec. 7 shall be deemed to supersede C.G.S. Section 5-271 (a) 1.

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU 43	AFSCME		# of Positions = Judicial - General Fund	1252
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	73,784,224.00			
Overtime	1,107,910.00			
Longevity	1,724,546.00			
Night Differential	1,775.39			
Weekend Differential	54,294.00			
Holiday	81,023.00			
Hazardous Duty	138,600.00			
Accumulative Leave	1,017,183.00			
Auto Availability	39,600.00			
On Call/Standby Pay	5,300.00			
Total Annual Wages	**77,954,455.39**			

Increase Costs	Fiscal Year 2021 - 2022	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2022				
AI	914,472.00	914,472.00	914,472.00	914,472.00
2.50 % GWI	1,691,442.00	1,691,442.00	1,691,442.00	1,691,442.00
Overtime	27,697.75	27,697.75	27,697.75	27,697.75
Longevity	43,113.65	-	-	-
Lump Sum-Top Step	507,667.00	-	-	-
Special Lump Sum - $2,500	3,079,813.00	-	-	-
Night Differential	313.61	313.61	313.61	313.61
Weekend Differential	13,573.00	13,573.00	13,573.00	13,573.00
Holiday	2,026.00	2,026.00	2,026.00	2,026.00
Hazardous Duty	29,700.00	29,700.00	29,700.00	29,700.00
Accumulative Leave	24,429.58	24,429.58	24,429.58	24,429.58
Auto Availability	13,200.00	13,200.00	13,200.00	13,200.00
On Call/Standby Pay	5,300.00	5,300.00	5,300.00	5,300.00
Total	**6,352,747.59**	**2,722,153.94**	**2,722,153.94**	**2,722,153.94**
2023				
AI	-	947,214.00	947,214.00	947,214.00
2.50 % GWI	-	1,777,296.00	1,777,296.00	1,777,296.00
Overtime	-	27,697.75	27,697.75	27,697.75
Longevity	-	173,952.00	-	-
Lump Sum-Top Step	-	496,141.00	-	-
Special Lump Sum - $1,000	-	1,137,763.00	-	-
Night Differential		313.61	313.61	313.61
Weekend Differential	-	13,573.00	13,573.00	13,573.00
Holiday	-	2,025.58	2,025.58	2,025.58
Hazardous Duty	-	29,700.00	29,700.00	29,700.00
Accumulative Leave	-	25,429.57	25,429.57	25,429.57
Auto Availability	-	13,200.00	13,200.00	13,200.00
On Call/Standby Pay	-	10,600.00	10,600.00	10,600.00
Total	**-**	**4,654,905.51**	**2,847,049.51**	**2,847,049.51**
2024				
AI	-	-	875,396.00	875,396.00
2.50 % GWI	-	-	2,011,307.00	2,011,307.00
Overtime	-	-	28,390.19	28,390.19
Longevity	-	-	178,160.00	178,160.00
Lump Sum-Top Step	-	-	581,728.00	-
Special Lump Sum - $1,000	-	-	-	-
Night Differential			313.61	313.61
Weekend Differential	-	-	1,391.28	1,391.28
Holiday	-	-	2,076.21	2,076.21
Hazardous Duty	-	-	29,700.00	29,700.00
Accumulative Leave	-	-	26,065.31	26,065.31
Auto Availability	-	-	14,300.00	14,300.00
On Call/Standby Pay	-	-	10,600.00	10,600.00
Total	**-**	**-**	**3,759,427.60**	**3,177,699.60**
2025 (1)				
AI	-	-	-	-
2.50 % GWI	-	-	-	-
Overtime	-	-	-	-
Longevity	-	-	-	-
Lump Sum-Top Step	-	-	-	-
Special Lump Sum - $1,000	-	-	-	-
Night Differential				
Weekend Differential	-	-	-	-
Holiday	-	-	-	-
Hazardous Duty	-	-	-	-
Accumulative Leave	-	-	-	-
Auto Availability	-	-	-	-
On Call/Standby Pay	-	-	-	-
Total	-	-	-	-
Total				
AI	914,472.00	1,861,686.00	2,737,082.00	2,737,082.00
2.50 % GWI	1,691,442.00	3,468,738.00	5,480,045.00	5,480,045.00
Overtime	27,697.75	55,395.50	83,785.69	83,785.69
Longevity	43,113.65	173,952.00	178,160.00	178,160.00
Lump Sum-Top Step	507,667.00	496,141.00	581,728.00	-
Special Lump Sum	3,079,813.00	1,137,763.00	-	-
Night Differential	313.61	627.22	940.83	940.83
Weekend Differential	13,573.00	27,146.00	28,537.28	28,537.28
Holiday	2,026.00	4,051.58	6,127.79	6,127.79
Hazardous Duty	29,700.00	59,400.00	89,100.00	89,100.00
Accumulative Leave	24,429.58	49,859.15	75,924.46	75,924.46
Auto Availability	13,200.00	26,400.00	40,700.00	40,700.00
On Call/Standby Pay	5,300.00	15,900.00	26,500.00	26,500.00
Total Financial Impact	6,352,747.59	7,377,059.45	9,328,631.05	8,746,903.05
Annualized Costs		13,729,807.04	23,058,438.09	31,805,341.14
Average Salary	57,534.58	60,516.77	63,175.05	63,175.05

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU 83	AFSCME		# of Positions =	133
			Judicial - General Fund	127
			Probate Court	6
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	11,040,318.53			
Overtime	349,002.00			
Longevity	6,618.00			
Accumulative Leave	294,999.00			
Auto Availability	5,100.00			
On Call/Standby Pay	-			
Total Annual Wages	**11,696,037.53**			

Increase Costs	Fiscal Year 2021 - 2022	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2022				
AI	127,902.03	336,715.56	336,715.56	336,715.56
2.50 % GWI	238,979.88	238,979.88	238,979.88	238,979.88
Overtime	165.88	165.88	165.88	165.88
Longevity	9,500.00	-	-	-
Lump Sum-Top Step	28,390.63	-	-	-
Special Lump Sum - $2,500	329,390.63	-	-	-
Accumulative Leave	9,726.55	9,726.55	9,726.55	9,726.55
Auto Availability	1,100.00	1,100.00	1,100.00	1,100.00
On Call/Standby Pay	-	-	-	-
Total	**745,155.60**	**586,687.87**	**586,687.87**	**586,687.87**
2023				
AI	-	106,416.19	106,416.19	106,416.19
2.50 % GWI	-	291,806.00	291,806.00	291,806.00
Overtime	-	165.87	165.87	165.87
Longevity	-	38,933.07	-	-
Lump Sum-Top Step	-	40,617.19	-	-
Special Lump Sum - $1,000	-	117,881.25	-	-
Accumulative Leave	-	9,726.55	9,726.55	9,726.55
Auto Availability	-	1,100.00	1,100.00	1,100.00
On Call/Standby Pay	-	-	-	-
Total	**-**	**606,646.12**	**409,214.61**	**409,214.61**
2024 (2)				
AI	-	-	106,566.87	106,566.87
2.50 % GWI	-	-	280,153.82	280,153.82
Overtime	-	-	170.02	170.02
Longevity	-	-	40,101.10	40,101.10
Lump Sum-Top Step	-	-	41,250.00	-
Special Lump Sum - $1,000	-	-	-	-
Accumulative Leave	-	-	9,969.71	9,969.71
Auto Availability	-	-	1,700.00	1,700.00
On Call/Standby Pay	-	-	-	-
Total	**-**	**-**	**479,911.52**	**438,661.52**
2025 (1)				
AI	-	-	-	-
2.50 % GWI	-	-	-	-
Overtime	-	-	-	-
Longevity	-	-	-	-
Lump Sum-Top Step	-	-	-	-
Special Lump Sum - $1,000	-	-	-	-
Accumulative Leave	-	-	-	-
Auto Availability	-	-	-	-
On Call/Standby Pay	-	-	-	-
Total	-	-	-	-
Total				
AI	127,902.03	443,131.75	549,698.62	549,698.62
2.50 % GWI	238,979.88	530,785.88	810,939.70	810,939.70
Overtime	165.88	331.75	501.77	501.77
Longevity	9,500.00	38,933.07	40,101.10	40,101.10
Lump Sum-Top Step	28,390.63	40,617.19	41,250.00	-
Special Lump Sum	329,390.63	117,881.25	-	-
Accumulative Leave	9,726.55	19,453.10	29,422.81	29,422.81
Auto Availability	1,100.00	2,200.00	3,900.00	3,900.00
On Call/Standby Pay	-	-	-	-
Total Financial Impact	745,155.60	1,193,333.99	1,475,814.00	1,434,564.00
Annualized Costs		1,938,489.59	3,414,303.59	4,848,867.59
Average Salary	83,009.91	9,129.00	95,526.00	95,526.00

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

(2) For contract year 2023-2024 Bargaining Unit 83 will be combined with Bargaining Unit 43, costs will shift into BU 43.

STATE OF CONNECTICUT DIVISION OF PUBLIC DEFENDER SERVICES
AND
AFSCME LOCAL749(JUDICAL) PUBLIC DEFENDER STAFF

COST SHEET FOR COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2021 TO JUNE 30, 2025* (Wage Reopener 7/1/24)

		FY 21/22	FY 22/23	FY 23/24	TOTAL
COST ABOVE PAYROLL					
121 employees					
Fiscal Year 2021-2022					
(1) SEBAC One-Time Special Payment		302,500			302,500
(2) 2.5% GWI Effective 7/1/21		219,936			219,936
(3) Annual Increment Effective 7/1/21		313,417			313,417
(4) Longevity Increase		19,500			19,500
(5) Auto Usage Fee		5,800			5,800
TOTAL		**861,153**			**861,153**
Fiscal Year 2022-2023					
(1) SEBAC One-Time Special Payment			121,000		121,000
(2) 2.5% GWI Effective 7/1/22			230,193		230,193
(3) Annual Increment Effective 7/1/22			227,199		227,199
(4) Longevity Increase			18,250		18,250
(5) Auto Usage Fee			580		580
TOTAL			**597,222**		**597,222**
Fiscal Year 2023-2024					
(1) 2.5% GWI Effective 7/1/23				257,340	257,340
(2) Annual Increment Effective 7/1/23				230,767	230,767
(3) Longevity Increase				15,500	15,500
(4) Auto Usage Fee				600	600
TOTAL				**504,207**	**504,207**
TOTAL CONTRACT ITEMS		**861,153**	**597,222**	**504,207**	**1,962,582**
FRINGE ANALYSIS					
Social Security	6.20%	53,391	37,028	31,261	
Medicare	1.45%	12,487	8,660	7,311	
Unemployment	0.26%	2,239	1,553	1,311	
SERS	63.41%	546,057	378,698	319,718	
	71.32%	**614,174**	**425,939**	**359,600**	**1,399,713**
TOTAL COST OF CONTRACT		**1,475,327.32**	**1,023,160.73**	**863,807.43**	**3,362,295**

STATE OF CONNECTICUT
JUDICIAL BRANCH
90 Washington Street 4th floor
Hartford, Connecticut 06106
Telephone (860) 706-5277
Facsimile (860) 706-5092

ADMINISTRATIVE SERVICES DIVISION
HUMAN RESOURCE MANAGEMENT UNIT

March 22, 2022

MEMO TO: Sandra Fae Brown-Brewton
Undersecretary for Labor Relations

FROM: Brian Hill, Director BH

RE: Contract Submission for the Judicial Branch and the Connecticut State Employees Association, SEIU, Local 2001

Attached please find twenty copies of the signed tentative agreements, supersedence appendix, and costs sheets for the contract between the Judicial Branch and the Connecticut State Employees Association, SEIU, Local 2001.

Cc: E. Graham
J. Santoro
B. Capon
D. Glidden, CSEA
R. Perez, CSEA
T. Grodecki, CSEA

Supervising Judicial Marshalls

CSEA SEIU Local 2001

Public Act 21-25 and Janus Proposals

March 2022

New language is BOLD, removed language is ~~STRUCK~~

ARTICLE VI - Union Security and Payroll Deductions

Section One. ~~During the life of this Agreement~~ Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union 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 Two. The ~~State employer~~ Branch shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the ~~State~~ Branch within thirty (30) days of the Union providing certification of said authorization to the ~~State~~ Branch. The Union shall provide to the ~~corresponding agency~~ Branch payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the ~~corresponding agency~~ Branch payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

~~Section 3. An employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement or within thirty (30) days after the effective date of this Agreement, whichever comes later, 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 nonpayment of dues or who resigns from membership, shall be required to pay an agency service fee under Section 4.~~

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the ~~State~~ Branch by the Union. Should this change, the Union shall provide the ~~State~~ Branch with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the ~~State~~ Branch or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the ~~State~~ Branch notify the employee of their obligation to comply with this Article, including Section Two above. If the ~~State~~ Branch is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

~~Section 4. The Employer shall deduct an agency service fee biweekly from the paycheck of each employee who is covered by this Agreement and who does not become a union member and pay union dues. The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent. Any changes in the amount of Union dues or agency fees to be deducted shall be effective as soon as practicable, but in no event sooner than twenty-eight (28) days after receipt of written notice of such changes by the Office of the Chief Court Administrator.~~

Section Four. Upon request of the ~~State~~ Branch, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the ~~State~~ Branch will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section 5. 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 retroactive.

Section 6. The Union shall indemnify the Judicial Branch for any liability or damages incurred by the Employer in compliance with this Article.

*(new)***Section 7. The amount of dues deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made ~~The State~~ the Branch and/or the Comptroller's Office shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, ~~and~~ Job Entry Date, and all other information currently provided with such list.**

*(new)***Section 8. Payroll deduction of Union dues shall not be made for other employee organizations not parties to this Agreement.**

*(new)*Section 9. The ~~State employer~~ Branch shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues. Additional payroll deductions shall also be authorized if approved by the ~~State~~ Branch in advance.

*(new)*Section 10. There shall be a system of voluntary payroll deduction for the Union's Political Action Fund. Certification of such authorization for said deduction by the employee shall be provided by the Union to the ~~corresponding Agency~~ Branch payroll offices consistent with the process outlined in Section Two above.

*(new)*Section 11. The ~~State~~ Branch will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. The State will provide the Union with a monthly report of the separations in the bargaining unit. The report shall contain the employee name, job title and effective date of the action.

ARTICLE VII - Union Rights

Section 3. Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Branch at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances, **workplace-related complaints and other workplace issues,** or otherwise performing Union business, provided that (1) they give reasonable notice in advance to the Chief Judicial Marshal or designee of their intent to enter the work premises, (2) they give notice of their presence immediately upon arrival to the supervisor in charge, (3) they do not interfere with the performance of duties, and (4) they restrict their visit to areas designated by the Chief Judicial Marshal or designee. **The Union may use ~~State~~ Branch facilities to which employees are assigned, during meal periods, during paid and unpaid breaks, and at other times outside of normal working hours for Union meetings.** The Union will furnish the Employer with a current list of its staff personnel and shall maintain the currency of said list.

ARTICLE VII - Union Rights

(new) **Section 7.** The Union shall have the right to use the ~~State's~~ Branch's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a ~~State~~ Branch computer or other device to visit the Union's website, and to use a ~~State~~ Branch computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

ARTICLE VII - Union Rights

(new) Section 9. The ~~State~~ Branch will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

/s/ Bradley J. Capon
For the Branch 3.15.22

For the Union 3.15.22

CSEA NEGOTIATIONS
TA #2
March 11, 2022

Current Language - ARTICLE VIII - Grievance Procedure, Section 6. The Grievance Procedure

Step III. Chief Court Administrator. When the answer at Step II does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Chief Court Administrator or a designee within seven (7) days of the response at Step II. Within fourteen (14) days after receipt of the grievance, a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within thirty (30) days after receipt of the grievance.

NEW LANGUAGE:

Step III. Chief Court Administrator. When the answer at Step II does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Chief Court Administrator or a designee within seven (7) days of the response at Step II. Within fourteen (14) days after receipt of the grievance, a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within thirty (30) days after receipt of the grievance. **Discipline grievances may be filed directly to Step 3.**

Current Language - ARTICLE VIII - Grievance Procedure, Section 12

Section 12. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the arbitration procedure:

(a) discipline of employees, except as provided in Article XII;

(b) dismissal of employees during a probationary period;

(c) disputes over an employee's job classification;

(d) layoff or non-disciplinary termination of employment;

(e) classification and pay grade for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on such pay grades;

(f) compliance with health and safety standards and CONN OSHA;

(g) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement.

(h) ADD AS NEW: **Absent extenuating circumstances, non-disciplinary separation of employment for absence without authorized leave for ten or more consecutive working days or failure to return to duty within ten working days following authorized leave.**

ARTICLE IX - Probationary Period – Length of Probationary Period Decreased

Section 1. The probationary period shall be deemed an extension of the hiring process, or, where applicable, the examination process. Accordingly, non-probationary status in a duly authorized bargaining unit position will be attained by the employee after the conclusion of a satisfactory probationary period of ~~one (1) year~~ **six (6) months** of continuous, active employment, unless, prior to the conclusion of such period, the employee's appointing authority, administrative judge, or division executive director reports, in writing, to the Chief Court Administrator or designee that the employee is unable or unwilling to perform his/her duties so as to merit continuance in such position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period. Any absence on or off the payroll for more than ten (10) cumulative days will result in the probationary period being recalculated to reflect the days missed. Upon receipt of such written notification at any time within the six (6) month period, the Chief Court Administrator or a designee shall remove the employee's name from the payroll, effective on the date specified in the written notification.

Section 2. The attainment of non-probationary status by an employee shall not be construed to prohibit or restrict the discharge or suspension of the employee.

Section 3. The Employer and the Union by mutual agreement may extend the probationary period of a bargaining unit member.

Article XXXIV Duration – to replace current language:

Section 1. Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2025 including the contract years listed below (and shall remain in effect in accordance with C.G.S. section 5-278a:

Year 1 July 1, 2021 – June 30, 2022
Year 2 July 1, 2022 - June 30, 2023
Year 3 July 1, 2023 - June 30, 2024
Year 4 July 1, 2024 - June 30, 2025

3/11/22
For the Branch Date

3.11.22
For the Union Date

Current Language – Article XII – Discipline, Section 1

Section 1. Types of Discipline. All discipline under this Article shall be for just cause. Discipline includes discharge, demotion, suspension without pay, and letter of reprimand of an employee who has attained non-probationary status.

The employer shall not have the authority to transfer any employee due to misconduct. Accordingly, transfers shown to be based on misconduct shall be voidable without regard to whether such misconduct occurred.

~~The employer shall not have the authority to transfer any employee due to misconduct. Accordingly, transfers shown to be based on misconduct shall be voidable without regard to whether such misconduct occurred.~~

NEW LANGUAGE

The employer shall have the authority to transfer an employee due to alleged misconduct only in the specific circumstance in which such misconduct has been substantiated and the transfer is required to remedy misconduct tied to the specific location where the misconduct occurred. In such case, the transfer shall be to a location within the same judicial district unless otherwise mutually agreed. Accordingly, transfers shown to be based on misconduct shall be voidable in all other circumstances without regard to whether such misconduct occurred.

CSEA, SEIU Local 2001 SJM TA March 4, 2022

CSEA FINAL AGREEMENTS

Article XV, Compensation – SEBAC Language to replace Section 1, Base Salary, and Annual Increments:

NEW: Effective and retroactive to the pay period that includes July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for those who are active employees on July 1, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021. Annual increments shall be paid effective July 1, 2021 or January 1, 2022, depending on the employees' date of hire.

In addition, a one-time lump sum payment of two thousand five hundred dollars ($2,500.00), payable as soon as possible upon legislative approval, will be paid to bargaining unit employees who were active in the bargaining unit as of March 31, 2022, pro-rated for part time employees.

For contract year 2022-2023, effective on the pay period covering the 7/1/22 date, the base salary for bargaining unit employees shall be increased by two and one- half percent (2.5%). Annual increments shall be paid effective July 1,2022, or January 1, 2023, depending on the employees' date of hire. In addition, all bargaining unit members shall be paid a one-time lump sum of one thousand dollars ($1,000.00) effective July 14, 2022, pro-rated for part time employees.

For contract year 2023-2024, effective on the pay period covering the 7 /1/23 date, the base salary for bargaining unit members shall be increased by two and one- half percent (2.5%). Annual increments shall be paid in effective July 1,2023 or January 1,2024, depending on the employees' date of hire.

For contract year 2024-2025, increases in base annual salary effective July 1, 2024, shall be negotiated between the parties. Such negotiations shall commence no later than August 1,2024. Such negotiations shall be limited to the general wage increase, annual increments, and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

ARTICLE XV – COMPENSATION

NEW: PAY PLAN MODIFICATION

The pay plan will be modified as follows, resulting in a 9 step pay plan instead of a 12 step pay plan:

Effective on the first day of the pay period that includes 7/15/2021, Step 97 will be eliminated.

Effective on the first day of the pay period that includes 7/15/2022, Step 98 will be eliminated.

Effective on the first day of the pay period that includes 7/15/2023, Step 99 will be eliminated.

LUMP SUM AT MAX:
Effective July 1, 2021, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand two hundred and fifty dollars ($1,250) per year. The payment shall be made as of the date the increment specified above would have applied (January 1 or July 1) and may be denied for an overall "unsatisfactory" performance appraisal.

NEW: ADMINISTRATIVE STIPEND:

Effective 7/15/2021, bargaining unit employees who are in steps 3-9 of the pay group will receive an administrative stipend of $500.

For contract years 2022 – 2023, 2023 – 2024, 2024 – 2025 this stipend will be increased to $650.

This stipend will be paid to eligible employees in the second August paycheck. Eligible employees are those employees active on July 1 of the year who have successfully completed their probationary period. There shall be no prorating of this stipend.

Current Language – Appendix C and D

APPENDIX C - Job Security

The parties have agreed that no bargaining unit member hired on or before July 1, 2017 shall be laid off for any reason. This job security will be applicable through June 30, 2021, subject to the limitations set forth below:

This protection from lay off does not prevent the Judicial Branch from restructuring and/or eliminating positions provided those affected are offered another job comparable in pay. An employee who is laid off due to refusal of such a position will not be considered a lay off for purposes of this agreement. Protection from loss of employment is for permanent employees; it does not apply to employees in their initial probationary period.

Any employee who is laid-off after June 30, 2017 shall have available any and all rights set forth under the SEBAC Placement and Training Agreement.

APPENDIX D - Unpaid Furlough Days

The parties agree to the following in accordance with the agreement reached between the State of Connecticut and SEBAC.

Each employee is required to take three (3) unpaid furlough days (or twenty-four unpaid furlough hours) 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. Use of furlough hours must be requested in advance and approved by management. If an employee leaves the Branch 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 40 hours per week.

Furlough days shall be treated in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.

NEW DELETION

~~APPENDIX C – Job Security~~

~~The parties have agreed that no bargaining unit member hired on or before July 1, 2017 shall be laid off for any reason. This job security will be applicable through June 30, 2021, subject to the limitations set forth below:~~

~~This protection from lay-off does not prevent the Judicial Branch from restructuring and/or eliminating positions provided those affected are offered another job comparable in pay. An employee who is laid off due to refusal of such a position will not be considered a lay-off for purposes of this agreement. Protection from loss of employment is for permanent employees; it does not apply to employees in their initial probationary period.~~

~~Any employee who is laid off after June 30, 2017 shall have available any and all rights set forth under the SEBAC Placement and Training Agreement.~~

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~~Furlough days shall be treated in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.~~

3/11/22

For the Branch

For the Union 3.11.22

CSEA Local 2001
APPENDIX B – Supersedence

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes, as follows:

1. Article XXXI, Section 1, shall be deemed to supersede C.G.S. Section 5-271 (a) and (f) and Section 5-272 (c), except to the extent that Article XXXI, Section 1 mandates impact bargaining.

2. Disciplinary Interviews (Article XII, Section 6) shall be deemed to supersede C.G.S. Section 5-271 (a).

3. Articles pertaining to compensation, hiring and separation practices, sick leave, vacation leave, personal leave, leaves of absence, and annual increments shall be deemed to supersede C.G.s. Section 51-12.

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU 80	CSEA-SEIU-Supervising Marshal		# of Positions = 56	General Fund
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	3,965,878.30			
Longevity	73,930.50			
Overtime	121,742.21			
Accumulative Leave	253,569.04			
Safety Shoe	4,900.00			
Clothing/Cleaning	4,900.00			
Total Annual Wages	**4,424,920.05**			

Increase Costs	Fiscal Year 2021 - 2022	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2022				
AI	47,894.13	47,894.13	47,894.13	47,894.13
2.50% GWI	83,094.54	83,094.54	83,094.54	83,094.54
Longevity	1,173.65	-	-	-
Lump Sum Top Step $1,250	1,250.00	-	-	-
Special Lump Sum - $2,500	117,500.00	-	-	-
Overtime	2,969.34	-	-	-
Administrative Stipend	4,500.00	-	-	-
Clothing/Cleaning	-	-	-	-
Safety Shoe	-	-	-	-
Accumulated Leave	6,531.85		-	-
Total	264,913.51	130,988.67	130,988.67	130,988.67
2023				
AI		50,244.96	50,244.96	50,244.96
2.50% GWI		97,700.20	97,700.20	97,700.20
Longevity		7,478.50	-	-
Lump Sum Top Step $1,250		3,750.00	-	-
Special Lump Sum - $1,000		47,000.00	-	-
Overtime		121,742.21	-	-
Administrative Stipend		5,850.00	-	-
Clothing/Cleaning		5,600.00	-	-
Safety Shoe		5,600.00	-	-
Accumulated Leave		253,569.04	-	-
Total	-	598,534.91	147,945.16	147,945.16
2024				
AI			47,638.80	47,638.80
2.50% GWI			95,153.75	95,153.75
Longevity			12,543.50	12,543.50
Lump Sum Top Step $1,250			6,250.00	
Overtime			124,785.77	124,785.77
Administrative Stipend			4,550.00	4,550.00
Clothing/Cleaning			5,600.00	5,600.00
Safety Shoe			5,600.00	5,600.00
Accumulated Leave			259,908.27	259,908.27
Total	-	-	562,030.08	
2025 (1)				
AI				-
GWI				-
Longevity				-
Lump Sum Top Step				-
Overtime				-
Administrative Stipend				-
Clothing/Cleaning				-
Safety Shoe				-
Accumulated Leave				-
Total	-	-	-	-
Total				
AI	47,894.13	98,139.09	145,777.89	145,777.89
GWI	83,094.54	180,794.74	275,948.49	275,948.49
Longevity	1,173.65	7,478.50	12,543.50	12,543.50
Lump Sum Top Step $1250	1,250.00	3,750.00	6,250.00	-
SEBAC Special Lump Sum	117,500.00	47,000.00	-	-
Overtime	2,969.34	121,742.21	124,785.77	124,785.77
Administrative Stipend	4,500.00	5,850.00	4,550.00	4,550.00
Clothing/Cleaning	- 0	5,600.00	5,600.00 0	5,600.00
Safety Shoe	-	5,600.00	5,600.00	5,600.00
Accumulated Leave	6,531.85	253,569.04	259,908.27	259,908.27
Total Financial Impact	264,913.51	729,523.58	840,963.91	834,713.92
Annualized Costs	264,913.51	994,437.09	1,835,401.00	2,670,114.92
Average Salary	74,870.72	75,491.12	81,967.83	81,967.83

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

STATE OF CONNECTICUT
JUDICIAL BRANCH
90 Washington Street 4th floor
Hartford, Connecticut 06106
Telephone (860) 706-5277
Facsimile (860) 706-5092

ADMINISTRATIVE SERVICES DIVISION
HUMAN RESOURCE MANAGEMENT UNIT

March 22, 2022

MEMO TO: Sandra Fae Brown-Brewton
Undersecretary for Labor Relations

FROM: Brian Hill, Director

RE: Contract Submission for the Judicial Branch and the International Brotherhood of Police Officers Local 731

Attached please find twenty copies of the signed tentative agreements, supersedence appendix, and costs sheets for the contract between the Judicial Branch and the International Brotherhood of Police Officers Local 731.

Cc: E. Graham
J. Santoro
B. Capon
J. Gaetano, IBPO

IBPO TENTATIVE AGREEMENT 3/4/2022

Article XXV, Compensation – SEBAC Language to replace Section 1, Base Salary, Annual Increments:

Effective and retroactive to the pay period that includes July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for those who are active employees on July 1 and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021. Annual increments shall be paid retroactive to July 1, 2021, or January 1, 2022, depending on the employees' date of hire.

In addition, a one-time lump sum payment of two thousand five hundred dollars ($2,500.00), payable as soon as possible upon legislative approval, will be paid to bargaining unit employees who were active in the bargaining unit as of March 31, 2022, pro-rated for part time employees.

For contract year 2022-2023, effective on the pay period covering the 7/1/22 date, the base salary for bargaining unit employees shall be increased by two and one- half percent (2.5%). Annual increments shall be paid effective July 1,2022, or January 1,2023 depending on the employees' date of hire. In addition, all bargaining unit members shall be paid a one-time lump sum of one thousand dollars ($1,000.00) effective July 14, 2022, pro-rated for part time employees.

For contract year 2023-2024, effective on the pay period covering the 7 /1/23 date, the base salary for bargaining unit members shall be increased by two and one- half percent (2.5%). Annual increments shall be paid in effective July 1,2023 or January 1,2024, depending on the employees' date of hire.

For contract year 2024-2025, increases in base annual salary effective July 1, 2024, shall be negotiated between the parties. Such negotiations shall commence no later than August 1,2024. Such negotiations shall be limited to the general wage increase, annual increments, and lump sum payments to employees who have ceased receiving annual increments, and salary schedule, unless the parties mutually agree otherwise.

3/3/22

Article XXV, Compensation, Section 1(b) and (c)

Current Language –

1(b) - New hires to the Judicial Marshal classification shall start at Step 1. All Judicial Marshals shall spend one (1) year as probationary employees at that step. At the end of the probationary period they must meet all necessary qualifications. New employees who do not possess a CDL license at the end of the probationary period will be discharged with no recourse to the grievance/arbitration process.

1(c) – At the end of the probationary period Judicial Marshals who meet all necessary qualifications will advance to Step 2 of the Judicial Marshal schedule. This advancement is not an annual increment, but is in lieu of their next scheduled annual increment.

New Language –

1(b) - ~~New hires to the Judicial Marshal classification shall start at Step 1~~. All Judicial Marshals shall spend one (1) year as probationary employees. ~~at that step~~.

Following successful completion of the training period at the academy, Judicial Marshals who meet all necessary qualifications will be advanced to Step 2 of pay group 1 of the pay scale. This advancement will take place on the first day of the first full pay period following completion of the academy.

At the end of the probationary period they must meet all necessary qualifications. New employees who do not possess a CDL license at the end of the probationary period will be discharged with no recourse to the grievance/arbitration process.

1(c) – At the end of the probationary period Judicial Marshals who meet all necessary qualifications will advance to Step ~~2~~ **3 of pay group 1** of the Judicial Marshal schedule. This advancement is not an annual increment, but is in lieu of their next scheduled annual increment.

New Proposal- Article XXV

Current Language- Section 1

Effective July 1, 2019, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand

3/3/22

dollars ($1,000) per year. The payment shall be made as of the date the increment as specified above would have applied and may be denied for an overall "unsatisfactory" performance appraisal.

New Language

Retroactive to the pay period that includes July 1, 2021, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand dollars ($1,000) per year. Effective the pay period which includes July 1, 2022, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand two hundred and fifty ($1,250) per year. The payment shall be made as of the date the increment as specified above would have applied and may be denied for an overall "unsatisfactory" performance appraisal.

NEW Proposal Re: Addition of Step 8 and Step 9 to the pay plan:

Effective the pay period that includes July 1, 2021, an eighth step will be added to the pay plan for pay groups 01 and 03.

Effective the pay period that includes July 1, 2022, a ninth step will be added to the pay plan for pay groups 01 and 03. In addition, all steps 7 and higher will be raised by an additional $145.

NEW Proposal Re: OJE Implementation

Effective the pay period that includes July 1, 2021, the salary schedule for pay group 1 will be increased by three percent (3%).

Effective the pay period that includes July 1, 2021, the salary schedule for pay group 3 will be increased by one and one half percent (1.5%).

NEW Proposal

Wage Reopener- The parties agree that the issue of the IBPO Local 731 salary schedule will be on the table as part of the 2024/2025 wage reopener.

Article XXVIII- Uniforms and Equipment – Judicial Marshals and Lead Judicial Marshals

Current Language

Section 3. Payable with the second July paycheck, the Judicial Branch

3/8/22

shall provide $100 per contract year to Judicial Marshals and Lead Judicial Marshals to apply toward the cost of work shoes that meet the employer's standards and $100 per contract year to Judicial Marshals and Lead Judicial Marshals for the care and cleaning of uniform clothing items.

New Language

Section 3. Effective July 1, 2022, and payable with the second July paycheck, the Judicial Branch shall provide ~~$100~~ **$125** per contract year to Judicial Marshals and Lead Judicial Marshals to apply toward the cost of work shoes that meet the employer's standards and ~~$100~~ **$150** per contract year to Judicial Marshals and Lead Judicial Marshals for the care and cleaning of uniform clothing items.

Article XXXIV Duration – to replace current language:

Section 1. Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2025 including the contract years listed below (and shall remain in effect in accordance with C.G.S. section 5-278a:

Year 1 July 1, 2021 – June 30, 2022
Year 2 July 1, 2022 - June 30, 2023
Year 3 July 1, 2023 - June 30, 2024
Year 4 July 1, 2024 - June 30, 2025

3/9/22
For the Branch Date

3/8/22
For the Union Date

Article VII- Use of Branch Equipment

NEW- Section 12. Employees serving as members of IBPO Local 731 Executive Board and/or District Vice-Presidents, shall have access to Judicial Branch fax/photocopying and email for the purpose of communicating to Judicial Branch Human Resources Management and/or Court Operations Human Resources or to the Union office on matters related to the Judicial Branch labor relations office. Said employees may utilize Branch equipment during authorized breaks, lunch or before or after their scheduled shift.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

ARTICLE VIII
Grievance Procedure

Section 1. *Definition.* A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement, including but not limited to the "just cause" provisions of Article XII Section 1.

Section 2. *Format.*. Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

Section 3. *Role of Grievant.* The Union may in appropriate cases submit a grievance in its own behalf, with respect to rights of the Union (an "institutional" grievance).

An individual employee at any time may present a grievance to his/her Employer and have the grievance adjusted, up through Step 3, without intervention of an employee organization, provided the adjustment shall not be inconsistent with the terms of the collective bargaining agreement then in effect. An individual employee may not be represented by private counsel or by any organization other than IBPO. The employee organization designated as the exclusive representative shall be given prior notice of the grievance and shall be informed of the terms of the settlement. 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 4. A grievance shall be deemed waived unless submitted at ~~Step I~~the appropriate step either

(a) within fourteen (14) days from the act or omission from which the grievance arises; or

(b) within fourteen (14) days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

Section 5. *Informal Resolution.* Attempts to resolve disputes informally without resorting to the grievance procedure outlined in Section 6 are encouraged.

Section 6. *Grievance Procedure.*

Step I. A grievance may be submitted within the fourteen (14) day period specified in Section 4 to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor ~~shall~~ may meet with the Union representative, or the grievant, or both, and issue a written response within fourteen (14) days after the submission of the grievance. The grievance shall be deemed automatically submitted to Step II on the 14th day, or at such earlier time as the supervisor informs the Union representative there will be no step I meeting.

3/7/22

Step II. *Division Executive Director.* When an answer does not resolve the grievance at Step I, such grievance shall then be submitted to the Division Executive Director or designee. The employee or the Union shall present the grievance within fourteen (14) days to such designee who shall issue a written response to the grievance within fourteen (14) days.

Step III. *Chief Court Administrator.* When the answer at Step II does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Chief Court Administrator or his/her designee within seven (7) days of the response at Step II. Within fourteen (14) days after receipt of the grievance, a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within twenty-one (21) days after receipt of the grievance. Discipline grievances shall be filed directly to Step III. Discharge grievances may proceed directly to step 4 unless within fourteen (14) days of the filing of the grievance. the Branch indicates a willingness to meet with the Union in an attempt to resolve the grievance, in which case the other time limits of step three shall apply. Grievances which arise out of a decision made by Judicial Human Resource Management shall also be filed directly to Step III.

Step IV. *Arbitration.* Within twenty-one (21) days after the response at Step III, or if no response is forthcoming within twenty-one (21) days after the expiration of the time limit, the Union may submit an unresolved grievance to arbitration, but no individual employee may submit a grievance to arbitration.

Section 7. *Arbitration.*

(a) Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Director of Human Resources Management.

(b) The parties shall utilize a panel of four (4) mutually agreed upon arbitrators. Upon withdrawal of agreement to a particular arbitrator by either party, the parties will mutually agree on a replacement. Unless the parties agree to the contrary for a particular case, the Arbitration Protocol set forth as Appendix [4] to the agreement will apply.

(c) 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 appointment. The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no verbatim record of the proceedings shall be made. Costs of making a record shall be borne by the requesting party. If a record is made pursuant to a mutual agreement, costs of making such record shall be shared equally. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests that a record be made or that he be given a transcript, the costs of said record or transcript shall be shared equally.

3/7/22

The Employer shall grant reasonable time off without pay to up to three employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance. Any subpoenas for attendance at an arbitration hearing must be issued by the arbitrator.

(d) On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held.. Neither party may raise any claim of arbitrability unless the party making such claim has notified the opposing party and the arbitrator of such claim, in writing, at least ten (10) days prior to the date of hearing, except that the arbitrator may consider such claim if he/she determines there was reasonable cause for the failure of such party to comply with said notice requirement.

(e) The arbitrator 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 pertinent provision of this Agreement, nor to grant pay retroactively for more than fourteen (14) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article V as well as any other matter dealing with the administration of the Branch shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

(f) The arbitrator shall render his decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

Section 8. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. However, such "days" shall not include periods of time, including full days, when the Judicial Branch is closed as a result of inclement weather or legal holiday. The parties to the grievance procedure may, by mutual agreement, extend time limits. The Chief Court Administrator or his/ her designee, and the Union, may, by mutual agreement in writing, waive any or all of the Steps hereinbefore cited.

Section 9. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the Employer's answer had been timely filed on that last day. The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section 10. *Settlement of grievances.* Settlements of grievances under Section 6 of this Article shall be reduced to writing, signed, and a copy thereof shall be forwarded to the Chief Court Administrator or designee. No settlement at Steps I or II shall constitute a precedent for

3/17/23

future grievances or arbitration, unless the parties to the Agreement agree to the contrary; accordingly, except by mutual agreement, such settlements shall not be admissible as evidence in any arbitration proceeding. Settlements at Step III of the grievance procedure shall be deemed precedential unless the parties expressly state to the contrary in the settlement agreement.

Section 11. *Consolidation.* The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two or more grievances arising out of similar factual situations, or involving similar issues of contract interpretation, or both.

Section 12. *Exclusions from grievance procedure.* Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the arbitration procedure:

(a) discipline of employees, except as provided in Article XII;
(b) dismissal of employees during a probationary period;
(c) the decision to lay off, subject to the procedures in Article XIV;
(d) any incident which occurred or ~~failed to~~failed to occur prior to the effective date of the pertinent provision of this Agreement,
(e) disputes over claimed unlawful discrimination.
(f) Absent extenuating circumstances, non-disciplinary separation of employment for absence without authorized leave for ten (10) or more consecutive working days or failure to return to duty within ten (10) working days following authorized leave.

Section 13. Meetings pursuant to this Article shall be without loss of pay or benefits for up to three members of the bargaining unit (unless otherwise mutually agreed), provided that no compensatory time or overtime
shall be granted for hours outside the employees' normal work schedule.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

Tentative Agreement #4

Article XII, Section 6

Current Language-

Section 6. *Investigatory procedure.*
(a) A Union steward may attend an investigatory interview as a witness for, and consultant to, an employee when all of the following circumstances apply:
(1) The employee is being interviewed as part of an investigation of misconduct by a supervisor, official, or other representative of the Connecticut Judicial Branch.
(2) Discipline is considered likely at the time of the interview, but no final decision has been reached.
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(3) The employee requests the presence of a steward.
(4) A steward is available within a reasonable time, ordinarily not to exceed one (1) hour.
(5) No emergency work situation involving the employee or the steward exists.
(6) The steward does not interrupt or otherwise impede the interview.
(7) No more than two (2) union officials (including the steward) shall be permitted to attend an interview or series of interviews unless agreed to in advance by the Union and the Branch.

New Language-

Section 6. *Investigatory procedure.*
(a) A Union steward may attend an investigatory interview as a witness for, and consultant to, an employee when all of the following circumstances apply:
(1) The employee is being interviewed as part of an investigation of misconduct by a supervisor, official, or other representative of the Connecticut Judicial Branch.
(2) Discipline is considered likely at the time of the interview, but no final decision has been reached.
12
(3) The employee requests the presence of a steward.
(4) A steward is available within a reasonable time, ordinarily not to exceed one (1) hour.
(5) No emergency work situation involving the employee or the steward exists.
(6) The steward does not interrupt or otherwise impede the

3/2/22

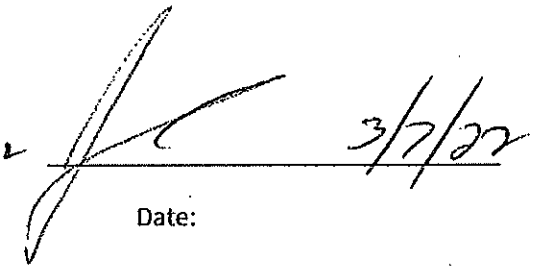
interview.
(7) No more than two (2) union officials (including the steward) shall be permitted to attend an interview or series of interviews unless agreed to in advance by the Union and the Branch.
(8) Employees shall receive a letter stating the outcome of any investigation.

For the Judicial Branch



Date: 2/9/22

For IBPO Local 731



Date: 3/7/22

Tentative Agreement #5

Article XIII – Seniority, Section 5

Current Language - **Section 5.** Seniority Tiebreaker - For new employees hired on or after the effective date of this agreement, seniority will be determined by the drawing of lots at the academy in the presence of the Union President and the Director of the Judicial Marshal Services or their respective designees.

NEW Language - **Section 5.** Seniority Tiebreaker - For new employees hired on or after the effective date of this agreement, seniority will be determined by ~~the drawing of lots at the academy in the presence of the Union President and the Director of the Judicial Marshal Services or their respective designees.~~ **final grade at the time of graduation from the academy. Ties in the final grade will be resolved by drawing of lots in the presence of the Union President and the Director of the Judicial Marshal Services or their respective designees.**

For the Judicial Branch 3/9/22

For IBPO Local 731 3/7/22

To Resolve CTU Holdover Grievances, revise Article 17, Section 7, as follows:

CTU Holdover Grievances, revise Article 17, Section 7, as follows:

Section 7. *Shift Holdovers*: Shift Holdover is defined as any employee who is not released at the end of his/her assigned shift due to unforeseen circumstances and/or delays outside the control of the employer, or arising from matter(s) outside the normal course of business. In such situations it is understood that employees may from time to time be required to work past the end of their shift (e.g. transportation, trials, holdovers caused by short notice of absence). In such cases an employee may be required to work overtime out of rotation. Such situations shall not be subject to equalization. When CTU holdovers are grieved, if the union successfully argues at step 3 or step 4 that the overtime was foreseeable, the remedy for the grievant will be to be paid at the rate of double-time pay. This will apply to CTU holdovers only.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

ARTICLE XVIII

Section 3 (a) For vacation purposes only, the calendar year shall run from April 1st through March 31st. Vacation requests submitted by February 1st shall be responded to in writing by March 1st, with requests submitted for full calendar week(s) given priority over requests submitted for single days in the same calendar week(s). Once a vacation request has been approved in writing, it may only be rescinded by mutual agreement of the parties. Seniority shall be the controlling factor in determining vacation requests submitted by February 1st. For submission after February 1st, vacation selections shall be granted on a first come first serve basis. For submission after February 1st, vacation selections shall be granted on a first come first serve basis. These requests shall be granted or denied at least thirty (30) days prior to the date requested or within two (2) business days after the request is received, whichever date is later.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

Tentative Agreement #6

Article XXI- Section 4

Current Language- (c) in the event of death in the immediate family when as much as three (3) working days' leave with pay may be granted. Immediate family means spouse (including civil union partner), father, mother, sister, brother or child, and also any relative who is domiciled in the employee's household.

New Language- (c) in the event of death in the immediate family when as much as **five (5)** working days' leave with pay may be granted. Immediate family means spouse (including civil union partner), father, mother, sister, brother or child, and also any relative who is domiciled in the employee's household.

3/9/22
JUDICIAL BRANCH

3/7/22
IBPO LOCAL 731

IBPO TENTATIVE AGREEMENT 3/7/2022

Article XXI, Sick or Injury Leave, Section 12

Section 12. The Branch will establish an Emergency Sick Leave Bank for IBPO Local 731. The Branch will make a one-time contribution to the Bank by allocating 400 hours of time. These hours will be available to bargaining unit members as of January 1, 2012 to access in accordance with guidelines to be developed by mutual agreement of the parties.

Any additional hours allocated to the Bank will come from sick time hours withdrawn from bargaining unit members' accrued sick leave balances in accordance with guidelines to be developed by mutual agreement of the parties.

All bargaining unit employees who have attained permanent status on the date this agreement is signed shall have 2 hours withdrawn from accrued sick leave and deposited into the bank January 1 and July 1of each contract years. The bank's hours shall not revert back to employees if not used.

Hours contributed to the bank shall thereafter be allocated to nonprobationary employees with catastrophic or extended, long-term illnesses or injuries.

To be eligible for allocation of hours from the bank, an employee must be currently unable to work and meet all of the following conditions:

a. All sick leave, personal and vacation leave and compensatory time must be exhausted.
b. The illness or injury must not be covered by workers' compensation and/or such benefit must have been exhausted.
c. An acceptable medical certificate supporting the absence is on file.
d. The bank is not depleted.

Hours from the bank shall be allocated by a Labor/Management Advisory Committee. This committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in #1 and #2 above. In addition, the Committee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness/injury in question. Unused hours in the bank shall be carried over from year to year and shall not lapse.

If at any time the bank balance falls below 500 hours, the committee shall be empowered to withdraw a supplemental amount of 4 hours from each permanent employee's accrued sick leave. Said withdrawal shall be made only after a majority vote of the committee.

Time off without loss of pay or benefits may be granted, as necessary, to members of the Committee to attend meetings to administer this program. The actions or nonactions of this Committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel 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. **The parties agree that bank documents may be sent electronically.**

3/9/22 — For the Branch — Date

5/1/22 — For the Union — Date

Article XXV

Section 7. Tuition Reimbursement. The Employer will allocate $7,500 in each year of this agreement for tuition reimbursement program contained in the Administrative Policies and Procedures Manual. Tuition reimbursement shall be up to a maximum of $225 per credit. Unused amounts allocated for tuition reimbursement in one fiscal year shall be available in the next fiscal year.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

Article XXV, Section 2 (g)

Section 2 (f).

(a) A Judicial Marshal who gets a CDL physical during working hours, and shows proof of said physical, shall be coded up to two (2) hours "AD."

(b) A Judicial Marshal who goes to the Department of Motor Vehicles to renew a CDL license shall receive one (1) hour of compensatory time upon the submission to Judicial Marshals Administration.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

ARTICLE XXVII PROMOTIONS

Section 3. When interviews are held within a one-month period, the interview panel shall be comprised of the same members. The compliance coordinator shall not be a voting member of the panel.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 3/7/22

ARTICLE XXVIII
Uniforms ~~and~~and Equipment – Judicial Marshals and Lead Judicial Marshals

Section 1. The employer shall furnish to each Judicial Marshal and Lead Judicial Marshal, all uniforms and equipment required by the employer for the performance of their respective duties. All Judicial Marshals and Lead Judicial Marshals shall be required to wear the same uniform ~~, except if assigned to a non-courthouse function. The list of locations eligible for such exception shall be agreed upon by the parties.~~ Rank shall be distinguished by badge and rank insignia.

(a) Upon request, Management shall provide the Union with a listing of uniforms and equipment provided to each new employee.

(b) Any new item that Management provides to new Judicial Marshals shall be provided each Judicial Marshal and Lead Judicial Marshal within twelve (12) months, providing they have successfully completed any required training and/or certification.

Section 2. The Judicial Branch shall provide reasonable numbers of uniforms (shirts, pants, insignias, and any items of outerwear deemed necessary by the employer) that Judicial Marshals and Lead Judicial Marshals shall be required to wear. A reasonable number of shirts and pants shall be, at a minimum, ~~4~~ 5 long sleeve shirts, ~~4~~ 5 short sleeve shirts, and ~~4~~ 5 pants. The Judicial Branch shall expeditiously replace clothing and equipment as needed. Management may enforce reasonable standards for appropriate attire with respect to other items of apparel (e.g., footwear). ~~An employee has the option to wear Summer or Winter uniforms year-round.~~

Section 3. Payable with the second July paycheck, the Judicial Branch shall provide $~~100~~ 125 per contract year to Judicial Marshals and Lead Judicial Marshals to apply toward the cost of work shoes that meet the employer's standards and $~~100~~ 150 per contract year to Judicial Marshals and Lead Judicial Marshals for the care and cleaning of uniform clothing items.

Section 4. The Branch shall purchase maternity uniforms for use by Judicial Marshals. Alterations made to maternity pants at a location under contract with the Department of Administrative Services shall be reimbursed at the applicable rate. Alterations at other locations shall be reimbursed but not greater than the maximum rate under the DAS contract.

For the Judicial Branch

Date: 3/4/22

For IBPO Local 731

Date: 3/7/22

Add to Article 29:

Sec. 15. The Branch will provide official retirement IDs no larger than a post card to retirees.

For the Judicial Branch

Date: 3/9/22

For IBPO Local 731

Date: 5/7/22

Appendix 3

(h) When an FTO is assigned more than two trainees. FTO be compensated an additional hour of comp time for an additional trainee over two. The expected FTO workload shall not exceed 3 trainees absent unusual circumstances.

For the Judicial Branch

Date: 3/4/22

For IBPO Local 731

Date: 3/7/22

IBPO LOCAL 731

Appendix B Supersedence

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes, as follows:

1. Article XXX, Section 3 shall be deemed to supersede C.G.S. Section 5-271(a) and (f) and Section 5-272(c), except to the extent that Article XXX, Section 3 mandates impact bargaining.
2. Disciplinary Interviews (Article XIII, Section 6) shall be deemed to supersede C.G.S. Section 5-271(a).
3. Articles pertaining to compensation, hiring and separation practices, sick leave, vacation leave, personal leave, leaves of absence, and annual increments shall be deemed to supersede C.G.S. Section 51-12.

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU 65	IBPO-Professional		# of Positions = Judicial - General Fund	582
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	30,484,521.51			
Overtime	637,466.58			
Longevity	313,028.00			
Weekend Differential	24.14			
Holiday	565.71			
Hazardous Duty	700.00			
Accumulative Leave	729,701.00			
Clothing	53,400.00			
Safety Shoe	53,400.00			
Total Annual Wages	**32,272,806.94**			

Increase Costs	Fiscal Year 2021 - 2022	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2022				
AI	582,612.65	582,612.65	582,612.65	582,612.65
2.5 % GWI (2)	1,443,090.27	1,443,090.27	1,443,090.27	1,443,090.27
Overtime	15,936.68	15,936.68	15,936.68	15,936.68
Longevity	8,689.64	-	-	-
Lump Sum-Top Step	-	-	-	-
Special Lump Sum - $2,500	1,287,500.00	-	-	-
Weekend Differential	0.60	0.60	0.60	0.60
Holiday	14.14	14.14	14.14	14.14
Hazardous Duty	-	-	-	-
Accumulative Leave	18,242.53	18,242.53	18,242.53	18,242.53
Clothing	26,700.00	-	-	-
Safety Shoe	26,700.00	-	-	-
Total	**3,409,486.51**	**2,059,896.87**	**2,059,896.87**	**2,059,896.87**
2023				
AI	-	397,021.09	397,021.09	397,021.09
2.5 % GWI (2)	-	824,508.06	824,508.06	824,508.06
Overtime	-	16,335.08	16,335.08	16,335.08
Longevity	-	39,023.53	-	-
Lump Sum-Top Step	-	32,734.38	-	-
Special Lump Sum - $1,000	-	516,000.00	-	-
Weekend Differential	-	0.62	0.62	0.62
Holiday	-	14.50	14.50	14.50
Hazardous Duty	-	-	-	-
Accumulative Leave	-	18,698.59	18,698.59	18,698.59
Clothing	-	33,900.00	-	-
Safety Shoe	-	33,900.00	-	-
Total	**-**	**1,912,135.85**	**1,256,577.94**	**1,256,577.94**
2024				
AI	-	-	463,328.17	463,328.17
2.50 %GWI	-	-	595,494.87	595,484.87
Overtime	-	-	19,166.05	19,166.05
Longevity	-	-	47,968.51	-
Lump Sum-Top Step	-	-	198,750.00	-
Special Lump Sum - $1,000	-	-	-	-
Weekend Differential	-	-	0.63	0.63
Holiday	-	-	14.86	14.86
Hazardous Duty	-	-	-	-
Accumulative Leave	-	-	11,379.48	11,379.48
Clothing	-	-	33,900.00	33,900.00
Safety Shoe	-	-	33,900.00	33,900.00
Total	**-**	**-**	**1,403,902.57**	**1,157,174.06**
2025 (1)				
AI	-	-	-	-
2.50 %GWI	-	-	-	-
Overtime	-	-	-	-
Longevity	-	-	-	-
Lump Sum-Top Step	-	-	-	-
Special Lump Sum - $1,000	-	-	-	-
Weekend Differential	-	-	-	-
Holiday	-	-	-	-
Hazardous Duty	-	-	-	-
Accumulative Leave	-	-	-	-
Clothing	-	-	-	-
Safety Shoe	-	-	-	-
Total	-	-	-	-
Total				
AI	582,612.65	979,633.74	1,442,961.91	1,442,961.91
2.50 %GWI	1,443,090.27	2,267,598.33	2,863,093.20	2,863,083.20
Overtime	15,936.68	32,271.76	51,437.81	51,437.81
Longevity	8,689.64	39,023.53	47,968.51	-
Lump Sum-Top Step	-	32,734.38	198,750.00	-
Special Lump Sum	1,287,500.00	516,000.00	-	-
Weekend Differential	0.60	1.22	1.85	1.85
Holiday	14.14	28.64	43.50	43.50
Hazardous Duty	-	-	-	-
Accumulative Leave	18,242.53	36,941.12	48,320.60	48,320.60
Clothing	26,700.00	33,900.00	33,900.00	33,900.00
Safety Shoe	26,700.00	33,900.00	33,900.00	33,900.00
Total Financial Impact	3,409,486.51	3,972,032.72	4,720,377.38	4,473,648.87
Annualized Costs		7,381,519.23	12,101,896.61	16,575,545.48
Average Salary	57,534.58	60,516.77	63,175.05	63,175.05

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

(2) Include OJE 3%-Judicial Marshal, 1.5% Lead Judicial Marshal -Average salary prior to OJE was $ 52,378.79

STATE OF CONNECTICUT
JUDICIAL BRANCH
90 Washington Street 4th floor
Hartford, Connecticut 06106
Telephone (860) 706-5277
Facsimile (860) 706-5092

ADMINISTRATIVE SERVICES DIVISION
HUMAN RESOURCE MANAGEMENT UNIT

March 22, 2022

MEMO TO: Sandra Fae Brown-Brewton
Undersecretary for Labor Relations

FROM: Brian Hill, Director BH

RE: Contract Submission for the Judicial Branch and the Judicial Professional Employees Union, JPE/AFT-CT, AFL-CIO

Attached please find twenty copies of the signed tentative agreements, supersedence appendix, and costs sheets for the contract between the Judicial Branch and the Judicial Professional Employees Union, JPE/AFT-CT, AFL-CIO.

Cc: E. Graham
J. Santoro
D. Fitzpatrick, Public Defender Services
L. Hansen, Probate Court Administration
B. Capon
M. Segar, JPE
R. Moreau, JPE

TENTATIVE AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT JUDICIAL BRANCH AND
THE JUDICIAL PROFESSIONAL EMPLOYEES UNION

February 26, 2022

The following is the Tentative Agreement of the Parties, subject to ratification. All other proposals not contained in this Agreement are deemed withdrawn by the Parties.

UNION PROPOSAL 1: Article 32 Miscellaneous

Section 15. OJE. The Memorandum of Agreement (SCOPE) executed between the parties in March of 1994 regarding Connecticut General Statutes section 5-200c is incorporated into this agreement.

The Parties agree that the following classifications will be submitted for an Objective Job Evaluation ("OJE") with any changes to be implemented during contract year 2022-2023:

Information Technology Analyst Trainee
Information Technology Analyst I
Information Technology Analyst II
Information Technology Analyst III
Information Technology Analyst IV

The foregoing OJE shall commence as soon as reasonably possible after ratification. The parties will confer and mutually agree on the methodology to be used and the organization that will perform the OJE.

The Parties agree that the following classifications will be submitted for an Objective Job Evaluation ("OJE") with any changes to be implemented during contract year 2023-2024:

Law Librarian Trainee
Law Librarian I
Law Librarian II
Supervising Law Librarian

The foregoing OJE shall commence as soon as reasonably possible after July 1, 2023. The parties will confer and mutually agree on the methodology to be used and the organization that will perform the OJE.

The Parties agree that a third classification series may be submitted for an Objective Job Evaluation ("OJE") upon mutual agreement of the Parties, with any changes to be implemented during contract year 2024-2025. Any such OJE shall commence as soon as reasonably possible after July 1, 2024. The parties will confer and mutually agree on the methodology to be used and the organization that will perform the OJE.

UNION PROPOSAL 4: HD Telework (side agreement not to be included in contracts)

The Parties, to amicably resolve the issue of Hazardous Duty Telework, do so as follows:

1. The parties agree to arbitrate the issue of Hazardous Duty (HD) Telework separately from the current negotiations and impasse arbitration (if required).

2. Such arbitration will commence on or before 5/1/22.

3. Such arbitration will proceed in accordance with the provisions of Article 10 § 11 of the current collective bargaining agreement (CBA) and Conn. Gen. Stat. 5-276a unless the parties agree to a modification of the contractual or statutory procedures.

4. Such arbitration shall be final and binding on the parties except as specified in Conn. Gen. Stat. 5-276a.

5. The Union withdraws its proposal regarding this topic from negotiations.

UNION PROPOSAL 4 (replacement to initial Union Proposal 4): Article 25 of BU 58 contract; Article 33 of BU 42/52 contract

Replace current language with:

Section 1. (a) Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2025 including the contract years listed below. If no Agreement has been entered into between the parties hereto by the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement takes effect subject to the provisions of C.G.S. section 5-278a.

Year 1 July 1, 2022 - June 30, 2023
Year 2 July 1, 2023 - June 30, 2024
Year 3 July 1, 2024 - June 30, 2025

Section 2. Successor Negotiations. Negotiations for a successor Agreement shall commence in August, 2024. The parties may, by mutual agreement, commence negotiations on a different date.

UNION PROPOSAL 6: Article 3 of BU 42/52 contract

Section 1. Neither party shall discriminate against an employee on the basis of membership or non-membership in, or lawful activity on behalf of, the exclusive bargaining agent, **or on the basis of any protected class defined by state or federal law.**

NOTE: this language will also be added to Article 3, Section 1 of the BU 58 contract.

Section 2. In connection with Section 1 above:

(a) An employee, the Union, or the Union on behalf of an employee alleging conduct or action inconsistent with the obligation to avoid such discrimination shall promptly report any alleged threats or coercive conduct to an appropriate official with supervisory authority over the person alleged to have engaged in such conduct. Reasonable efforts shall be made to resolve the situation prior to resort to grievance-arbitration.

(b) If the requirements of paragraph (a) have been met, and there has been no reasonable offer to disavow or otherwise cure any perceived discrimination, a grievance may be filed at an appropriate step.

(c) In any arbitration proceeding alleging a violation of Section 1, the Arbitrator shall determine whether the grievant has shown by a preponderance of the evidence, including, where appropriate, the surrounding circumstances, that the official responsible for the adverse action was motivated by discriminatory considerations but for which the action would not have been taken.

Section 3. Disputes involving alleged discrimination shall not be arbitrable if any one of the following applies:

(d) The jurisdiction of any federal or state court or agency has been invoked with respect to a claim of discrimination;

(e) The obligations of Sections 2 (a) and 2 (b) have not been met.

~~**Section 4.** The provisions of Section 3 shall not be deemed to prohibit arbitration in discipline cases as defined in Article 14, Section 1 (a).~~

Section 54. In the event that the EEOC/**CHRO** renders a ruling affecting these provisions, either party may request a reopener to negotiate new provisions.

UNION PROPOSAL 7: Article 26, Section 2 Transfers

(a) A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers shall first be attempted on a voluntary basis with seniority, as defined in Section 1b above, being the controlling factor. Involuntary permanent transfers shall be made in accordance with inverse seniority (as defined in Section 1. (b) above) with the least senior employee in the identified job class at the identified location being transferred.

(b) The employee to be transferred may refuse to accept a permanent transfer by bumping the least senior bargaining unit employee in the job class involved. The bumped employee shall be subject to transfer by the Employer.

(c) At least every six months, the Judicial Branch and all of its Divisions and agencies impacted by the terms of this agreement shall post for voluntary relocation opportunities for employees who wish to transfer from and to a particular duty station consistent with Section 1(a) of this Article. The Judicial Branch will use every effort to allow transfer of personnel to duty stations consistent with this Section prior to the assignment of newly hired personnel **or newly promoted personnel, as specified in Sections (c)(1) and (c)(2) below.** Prior to any permanent transfer, other than in the case of court or facility closures, the Judicial Branch shall adhere to the following procedure:

(1) Supervisory Personnel - The three most senior candidates for transfer to a particular location shall be interviewed for the position. The Judicial Branch may select one of these three candidates for transfer, however under no circumstances shall a supervisor be selected for transfer without first being interviewed in the same fashion as the three most senior candidates.

(2) Line Staff (non-supervisory personnel) - The three most senior candidates for transfer to a particular location shall be considered for the position. The Judicial Branch may select any of the three most senior candidates. In the event that a candidate is not selected, they will need to apply for transfer at the next possible opportunity. No candidate may be denied transfer to a particular duty station more than twice unless two people on the list have been denied transfer twice. In that case, seniority would be the controlling factor among the candidates.

(3) In the event that seniority, selection criteria or other unforeseen complications exist or become known to the parties, the Union and the Judicial Branch will meet to achieve a mutually agreeable remedy. In the event that no mutually agreeable remedy can be achieved an expedited arbitration process similar to that found in Article 15, Section 9 of this agreement will be used.

UNION PROPOSAL 9: Article 17, Section 5 Tuition Reimbursement

The Judicial Branch proposes to address the Union's proposal in Article 17, Section 6 as follows:

Section 6. Conference Fund. (a) The Employer shall allocate $32,000 for each contract year to finance attendance at workshops, **non-credit bearing certification programs,** seminars or conferences by employees without loss of pay or benefits. Such work- shops, seminars or conferences must be educational and beneficial to the employee and the Judicial Branch and shall not include steward training. A maximum of $400.00 shall be allotted for any one attendance and no employee will attend more than two conferences, workshops or seminars per year of this Agreement. **However, for non-credit bearing certification programs, the maximum shall be a total of $800 per employee per year of this Agreement, regardless of the number of sessions in the non-credit bearing certification program. To be clear, no employee may receive more than $800 per year of this Agreement for workshops, non-credit bearing certification programs, seminars or conferences under this Section.** These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging. These funds shall be allocated in equal amounts on a quarterly basis. Funds not committed in one quarter shall carry over to the next quarter. Unused amounts allocated for conference fund reimbursement in one fiscal year shall be available in the next fiscal year.

(b) Every effort shall be made by the Employer to allow participation in said workshop, **non-credit bearing certification programs,** seminars or conferences. Selection of employees shall be made by the Employer. Employees holding the title of Clinical Coordinator who ~~are licensed as either clinical social worker (LCSW) or professional counselor (LPC)~~ **hold clinical licenses** shall have the cost of their annual licensure renewal fee reimbursed under this section. Such reimbursement levels of professional licenses and fees shall be 100% of the actual cost.

(c) Upon approval of a request under this section by the Branch, such request shall be forwarded to the Director of Fiscal Administration at least two (2) weeks in advance of the event. If an employee who has had a request approved does not attend the workshop, **non-credit bearing certification programs,** seminar or conference, prompt notice of cancellation shall be provided to the Branch.

As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the Branch. If no claim for reimbursement has been submitted within ninety (90) days of the date a workshop, **non-credit bearing certification programs,** seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

Funds committed for workshops, **non-credit bearing certification programs,** seminars or conferences in one fiscal year shall carry over to the next fiscal year in order to allow payment of prior year claims.

Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

UNION PROPOSAL 10: Remote Access for Special Projects

Add new section to Article 32:
The Branch may permit remote access to members who are assigned to special projects or teams. Remote access for the purpose of this section shall mean a member may, at management's discretion, remain at their duty station to engage the special project team members via electronic media.

UNION PROPOSAL 12: Article 12 of BU 58 contract; Article 17 of BU 42/52 contract

Replace current contract language on wages with:

For contract year 2022-2023, effective on the pay period covering the 7/1/22 date, the base salary for bargaining unit employees shall be increased by two and one-half percent (2.5%). Annual increments shall be paid effective July 1, 2022 or January 1, 2023 depending on the employees' date of hire. In addition, all bargaining unit members shall be paid a one-time lump sum of one thousand dollars ($1,000.00) effective July 14, 2022, pro rated for part time employees.

For contract year 2023-2024, effective on the pay period covering the 7 /1/23 date, the base salary for bargaining unit members shall be increased by two and one-half percent (2.5%). Annual increments shall be paid in effective July 1, 2023 or January 1, 2024 depending on the employees' date of hire.

For contract year 2024-2025, increases in base annual salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to the general wage increase, annual increments, and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

Effective July 1, 2022 through June 30, 2024, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand two hundred fifty dollars ($1,250) per year. The payment shall be made as of the date the increment as specified above would have applied (January 1 or July 1) and may be denied for an overall "unsatisfactory" performance appraisal. This lump sum payment is subject to the reopener negotiation for contract year 2024-2025.

UNION PROPOSAL 15: Article 17, Section 4 of BU 42/52 contract

Section 4. Travel Reimbursement. ~~Effective July 1, 2009, an employee who is required to travel on official state business shall be reimbursed up to the following rates, subject to the conditions outlined in the Standard State Travel Regulations.~~

~~Breakfast ..... $7.00~~
~~Lunch ..... $9.00~~
~~Dinner ..... $22.00~~
~~Miscellaneous (maximum) ..... $6.00~~
~~**Maximum Total =** ..... $44.00~~

An employee who is required to travel on official state business shall be reimbursed at the rates, set by the Federal GSA Meals & Incidentals (M&IE) Breakdown for Hartford County, Connecticut. 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. Advance approval must be obtained from the Office of the Chief Court Administrator.

~~During the term of this Agreement, an~~ **An** employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed in accordance with the Government Services Administration (GSA) rate adjusted to the first day of the month that follows the GSA rate change. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

UNION PROPOSAL 18: ARTICLE 20 Compensatory Time Off

Section 1. Definition. For purposes of this Agreement, compensatory time off is defined as leave time related to the number of hours an employee has worked in excess of the standard workweek providing, however, that such additional hours worked have accrued in accordance with this Article.

Section 2. Accrual.

(a) No employee may earn compensatory time off unless:

(1) the employee is specifically directed and required, at the invitation of a judge, supervisor, or other authorized official, to perform work in excess of their standard workweek; or

(2) the Executive Director, upon request of the employee, approves in writing compensatory time off for work already performed. ~~It is further provided that compensatory time shall not accrue for work performed at an employee's place of residence.~~

(b) **Grace Period.** Compensatory time may not be claimed for consecutive worktime, otherwise claimable under this Article, of less than fifteen (15) minutes.

(c) **Measurement.** Compensatory time shall be measured to the nearest fifteen (15) minutes.

(d) Remote Work: the hours of work while remote working shall match the hours that would be worked at the official duty station, unless specific approval has been granted otherwise. Remote working employees must adhere to their approved work schedules, including lunch and breaks. Work earning compensatory time must be approved in advance by the supervisor/manager. No travel time will be included in regular work hours to arrive at a remote work location.

UNION PROPOSAL 19: Article 24, Section 7 of BU 58 contract; Article 32, Section 8 of BU 42/52 contract

Add a new section (b):

(b) An employee who receives an attorney grievance complaint or an unauthorized practice of law complaint, shall be reimbursed for the actual cost of counsel to the extent deemed reasonable by the Chief Court Administrator or a designee, not to exceed a total of $5,000.00 and in no event to exceed a rate of $135.00 per hour, if all conditions set forth below are met. Notwithstanding the foregoing, with the consent of the employee, payment hereunder may be made directly to the employee's counsel. Any exception to this policy, resulting in greater compensation than otherwise available hereunder, may be granted solely in the absolute non-reviewable discretion of the Chief Court Administrator.

- The employee is ultimately found not to have engaged in the unauthorized practice of law or not to have violated the rules of professional conduct or is found to have engaged in a technical violation for which no sanction is imposed.
- The Chief Court Administrator, or a designee, finds, after a review of the grievance or unauthorized practice of law file, that the employee's alleged act or omission occurred in the performance of duties or within the scope of employment.
- The Chief Court Administrator, or a designee, finds, after a review of the grievance or unauthorized practice of law file, that the employee's alleged act or omission was not wanton, reckless or malicious.
- The employee files a written request with the Chief Court Administrator for reimbursement, with supporting documentation, within 90 days of the ultimate conclusion of the grievance or unauthorized practice of law process, including any presentment or appeal there from.
- The employee waives any claims to confidentiality necessary for the Chief Court Administrator or a designee to determine whether the foregoing conditions have been met.

For the purposes of this Section 8(b) [Section 7(b) of BU 58 contract], any finding by the Chief Court Administrator or a designee is absolute and non-reviewable.

UNION PROPOSAL (unnumbered): Article 24, Section 13 of BU 58 contract; Article 32, Section 17 of BU 42/52 contract

New language:

Negotiated Telework Agreements shall be incorporated into the existing CBA. Pursuant to the provisions of the SEBAC Wage Framework of 2022, the parties agree to continue discussions on current telework policies, which may include the schedules for employees who are approved for teleworking. Such discussions shall focus on all telework agreements to include Bargaining Unit 58. Said discussions shall commence on or before June 1, 2022, and shall occur no less frequently than quarterly.

NOTE: this proposal addresses Union Proposal 8 on Hours of Work

JUDICIAL BRANCH PROPOSAL NO. 1: Article 10 Grievance Procedure

NEW:

(h) Disputes over claimed unlawful discrimination, including grievances alleging a violation of any other provision of the contract, shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities and/or the Equal Employment Opportunity Commission, and said complaint arises from the same common nucleus of operative fact.

(i) Absent extenuating circumstances, a nondisciplinary separation of employment for absence without authorized leave for five (5) or more consecutive working days, or failure to return to duty within five (5) working days following authorized leave, shall be subject to the grievance procedure but shall not be arbitrable. Prior to separation under this section, employees will be provided with an opportunity to explain their absence.

JUDICIAL BRANCH PROPOSAL NO. 5: Article 22 Sick Leave--Leave Without Pay

~~**Section 7. Removal from Payroll.** Any eligible employee in the Branch absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, personal leave days, advanced sick leave, when applicable, and emergency sick leave, pursuant to section 13, when applicable, and who thereafter does not return to duty, will receive no further compensation and will be removed from the active payroll of the Branch until such time as he/she returns to duty.~~

JUDICIAL BRANCH PROPOSAL NO. 6: Article 26 Transfers for Operational Reasons

The Parties agree to incorporate into the contract the MOA regarding the exemption of certain classifications from the transfer language.

JUDICIAL BRANCH PROPOSAL NO. 7: Article 17 Compensation (applicable to both BU 42/52).

Section 12. Voluntary Unpaid Furlough Days.

Each member of the bargaining unit may take two voluntary furlough days in each year of the contract ~~beginning after July 1, 2017~~. These furlough days will be duty free. Dates and times selected will be authorized unless doing so creates an operational hardship. In that case, the least senior employee (s) will be advised to select a different date. Seniority determinations will be made in accordance with Article 15, Section 3. ~~Employees who elect to take voluntary furlough days shall have these days administered in the following manner, (1) the employee, within 30 days of the ratification of this agreement, shall make an irrevocable election to exercise the benefit under this section, and (2) the employee shall have the equivalent cost of the furlough days 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 reduced annual salary is for accounting purposes only and shall have no impact on retirement calculations or any other wage based benefit.~~ The employee will be able to use the equivalent number of furlough hours in .25 increments (15 minute increments, or multiples thereof). Use of furlough hours must be requested in advance and approved by management. **Pay for each such voluntary furlough days shall be deducted in the pay period in which it is taken.** Voluntary furlough days will be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. 5-248 (c) ~~consistent with the negotiated provision regarding the mandatory furloughs, if so authorized through SEBAC or other approving agency~~.

JUDICIAL BRANCH PROPOSAL NO. 8: Housekeeping

The accretion agreements for Information Technology and Other Employees and Counsel Legal Services state that they will be "incorporated into, and attached as an appendix to the CBA". The Parties agree to incorporate the applicable provisions of those agreements into the body of the CBA.

In addition, the January 2019 Memorandum of Agreement of the parties modified several CBA provisions, and states that the agreement will be incorporated into the CBA. The February 2021 Memorandum of Agreement on Automobile Availability Fee does not specifically state that it will be incorporated into the CBA, but that appears to have been the intent. The Parties agree to incorporate the applicable provisions of those agreements into the body of the CBA as well.

JUDICIAL BRANCH PROPOSAL NO. 9: Article 17 Compensation

Section 2. Conference Fund. (a) The Employer shall allocate $32,000 for each contract year to finance attendance at workshops, seminars or conferences by employees without loss of pay or benefits. Such work- shops, seminars or conferences must be educational and beneficial to the employee and the Judicial Branch and shall not include steward training. A maximum of $400.00 shall be allotted for any one attendance and no employee will attend more than two conferences, workshops or seminars per year of this Agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging. These funds shall be allocated in equal amounts on a quarterly basis. Funds not committed in one quarter shall carry over to the next quarter. Unused amounts allocated for conference fund reimbursement in one fiscal year shall be available in the next fiscal year.

(b) Every effort shall be made by the Employer to allow participation in said workshop, seminars or conferences. Selection of employees shall be made by the Employer. Employees holding the title of Clinical Coordinator who ~~are licensed as either clinical social worker (LCSW) or professional counselor (LPC)~~ **hold clinical licenses** shall have the cost of their annual licensure renewal fee reimbursed under this section. Such reimbursement levels of professional licenses and fees shall be 100% of the actual cost.

(c) Upon approval of a request under this section by the Branch, such request shall be forwarded to the Director of Fiscal Administration at least two (2) weeks in advance of the event. If an employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the Branch.

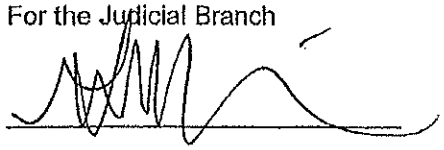
As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the Branch. If no claim for reimbursement has been submitted within ninety (90) days of the date a workshop, seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

Funds committed for workshops, seminars or conferences in one fiscal year shall carry over to the next fiscal year in order to allow payment of prior year claims.

Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

The foregoing represents the entire Tentative Agreement of the Parties.

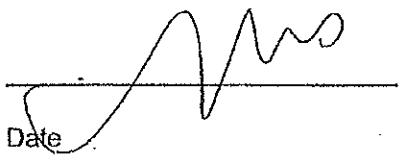
For the Judicial Branch



Date

3/1/22

For the Union



Date

3/1/22

AFT CONTRACT
APPENDIX A
Supersedence

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes, as follows:

(1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 32, (Miscellaneous), Section 2 shall supersede C.G.S. Section 51-247, Compensation of Jurors.

(2) The exclusive deduction of dues for members of the Union under Article 7 (Union Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in C.G.S. Section 5-260.

(3) Article 5 (Entire Agreement), Section 2 and Article 30 (Supersedence), Section 2 shall be deemed to supersede C.G.S. Section 5-271 (a) and (e) and Section 5-272 (c).

(4) Disciplinary interviews (Article 14, Sec. 6) shall be deemed to supersede C.G.S. Section 5-271 (a).

(5) Article 8 (Union Rights), Section 7 (b) shall be deemed to supersede C.G.S. Section 5-154 and Section 5-182.

(6) Article 10, Section 14 shall be deemed to supercede C.G.S. Section 1-206 and Section 1-225.

AFT PLC Contract

APPENDIX A

Supersedence

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(1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 32, (Miscellaneous), Section 2 shall supersede C.G.S. Section 51-247, Compensation of Jurors.

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(6) Article 10, Section 14 shall be deemed to supercede C.G.S. Section 1-206 and Section 1-225.

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU 42	AFT-Professional		# of Positions =	
			Judicial - General Fund	1082
			Probate Court	8
			PTP/TVU	28
			Banking	10
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	112,772,372.14			
Overtime	771,386.33			
Longevity	1,463,995.00			
Night Differential	9,794.57			
Weekend Differential	2,410.57			
Holiday	4,041.14			
GPS Monitoring	474,316.14			
Accumulative Leave	431,143.14			
Auto Availability	342,000.00			
On Call/Standby Pay	625,550.71			
Total Annual Wages	**116,897,009.74**			

Increase Costs	Fiscal Year 2021 - 2022 (2)	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2023				
AI	-	911,900.44	911,900.44	911,900.44
2.50 %GWI	-	3,114,945.93	3,114,945.93	3,114,945.93
Overtime	-	19,863.20	19,863.20	19,863.20
Longevity	-	340,459.41	-	-
Lump Sum-Top Step	-	768,875.00	-	-
Special Lump Sum - $1,000	-	1,167,475.00	-	-
Night Differential		252.19	252.19	252.19
Weekend Differential		62.06	62.06	62.06
Holiday		104.16	104.06	104.06
GPS Monitoring		12,213.63	12,213.63	12,213.63
Accumulative Leave		11,101.94	11,101.94	11,101.94
Auto Availability	-	8,806.50	8,806.50	8,806.50
On Call/Standby Pay	-	16,107.91	16,107.91	16,107.91
Total	**-**	**6,372,167.37**	**4,095,357.86**	**4,095,357.86**
2024				
AI	-	-	803,853.85	803,853.85
2.50% GWI	-	-	2,925,866.44	2,925,866.44
Overtime			20,359.78	20,359.78
Longevity	-	-	349,769.41	349,769.41
Lump Sum -Top Step	-	-	843,640.63	-
Night Differential			258.49	258.49
Weekend Differential			63.61	63.61
Holiday			106.66	106.66
GPS Monitoring			12,518.97	12,518.97
Accumulative Leave			11,379.48	11,379.48
Auto Availability	-	-	9,026.66	9,026.66
On Call Stipend -FY23	-	-	16,510.61	16,510.61
Total	-	-	4,993,354.59	4,149,713.96
2025 (1)				
AI	-	-	-	-
GWI	-	-	-	-
Overtime				
Longevity	-	-	-	-
Lump Sum -Top Step	-	-	-	-
Night Differential		-		
Weekend Differential		-		
Holiday		-		
GPS Monitoring		-		
Accumulative Leave		-		
Auto Availability	-	-	-	-
On Call Stipend	-	-	-	-
Total	-	-	-	-
Total				
AI	-	911,900.44	1,715,754.29	1,715,754.29
2.50 %GWI	-	3,114,945.93	6,040,812.37	6,040,812.37
Overtime		19,863.20	40,222.98	40,222.98
Longevity	-	340,459.41	349,769.41	349,769.41
Lump Sum -Top Step	-	768,875.00	843,640.63	-
Special Lump Sum - $1,000	-	1,167,475.00	-	-
Night Differential		252.19	510.68	510.68
Weekend Differential		62.06	125.67	125.67
Holiday		104.16	210.72	210.72
GPS Monitoring		12,213.63	24,732.60	24,732.60
Accumulative Leave		11,101.94	22,481.42	22,481.42
Auto Availability	-	8,806.50	17,833.16	17,833.16
On Call Stipend	-	16,107.91	32,618.52	32,618.52
Total Financial Impact	-	6,372,167.37	9,088,712.45	8,245,071.82
Annualized Costs		6,372,167.37	15,460,879.82	23,705,951.64
Average Salary	92,213.96	98,031.44	102,637.09	102,637.09

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

(2) Determined by S.R,3 H.R 3, Resolution Proposing Approval of Arbitration Award

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU 52	AFT-Professional		# of Positions = 191	
			Judicial - General Fund	183
			Probate Court	8
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	17,078,077.56			
Longevity	364,620.00			
Accumulative Leave	69,405.14			
Auto Availability	6,800.00			
On Call/Standby Pay	68,890.71			
Total Annual Wages	**17,587,793.41**			

Increase Costs	Fiscal Year 2021 - 2022 (2)	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2023				
AI	-	262,767.08	262,767.08	262,767.08
2.50 %GWI	-	513,996.78	513,996.78	513,996.79
Longevity	-	39,373.78	-	-
Lump Sum-Top Step	-	32,734.38	-	-
Special Lump Sum - $1,000	-	178,906.25	-	-
Auto Availability	-	175.10	175.10	175.10
On Call Stipend	-	1,722.27	1,722.27	1,722.27
Total	**-**	**1,029,675.64**	**778,661.23**	**778,661.24**
2024				
AI	-	-	239,119.77	239,119.77
2.50% GWI	-	-	486,103.51	486,103.51
Longevity	-	-	42,806.79	42,806.79
Lump Sum -Top Step	-	-	41,405.25	-
Auto Availability	-	-	179.48	179.48
On Call Stipend -FY23	-	-	1,765.32	1,765.32
Total	-	-	811,380.12	769,974.87
2025 (1)				
AI	-	-	-	-
GWI	-	-	-	-
Longevity	-	-	-	-
Lump Sum -Top Step	-	-	-	-
Auto Availability	-	-	-	-
On Call Stipend	-	-	-	-
Total	-	-	-	-
Total				
AI	-	262,767.08	501,886.85	501,886.85
2.50 %GWI	-	513,996.78	1,000,100.29	1,000,100.30
Longevity	-	39,373.78	42,806.79	42,806.79
Lump Sum -Top Step	-	32,734.38	41,405.25	-
Special Lump Sum - $1,000	-	178,906.25	-	-
Auto Availability	-	175.10	354.58	354.58
On Call Stipend	-	1,722.27	3,487.59	3,487.59
Total Financial Impact	-	1,029,675.64	1,590,041.35	1,548,636.11
Annualized Costs		1,029,675.64	2,619,716.99	4,168,353.10
Average Salary	97,308.63	102,906.04	108,307.69	108,307.69

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

(2) Determined by S.R,3 H.R 3, Resolution Proposing Approval of Arbitration Award

Judicial Branch

SEBAC Agreement costs associated with the four-year proposal (Fiscal Years 2022 - 2024)

BU58	AFT-Professional Law Clerks		# of Positions = 23	General Fund
Number of pay periods	26	27	26	26
Annual Wage Costs				
Regular Wages	3,306,694.09			
Longevity	83,855.25			
Accumulative Leave	32,743.28			
Total Annual Wages	**3,423,292.62**			

Increase Costs	Fiscal Year 2021 - 2022 (2)	Fiscal Year 2022 - 2023	Fiscal Year 2023 - 2024	Fiscal Year 2024 -2025
2023				
AI		55,633.32	55,633.32	55,633.32
2.5% GWI		84,599.29	84,599.29	84,599.29
Longevity		12,693.75	-	-
Lump Sum $1250	-	-	-	-
Special Lump Sum $1,000		23,000.00	-	-
Total	-	**175,926.36**	**140,232.61**	**140,232.61**
2024				
AI			58,122.60	58,122.60
2.5% GWI			91,895.25	91,895.25
Longevity			13,246.75	13,246.75
Lump Sum $1250			2,500.00	-
Total	-	-	**165,764.60**	**163,264.60**
2025 (1)				
AI				
GWI				
Longevity				
Lump Sum				
Total	-	-	-	-
Total				
AI	-	55,633.32	113,755.92	113,755.92
GWI	-	84,599.29	176,494.54	176,494.54
Longevity	-	12,693.75	13,246.75	13,246.75
Lump Sum $1000	-	-	2,500.00	-
Special Lump Sum	-	23,000.00	-	-
Total Financial Impact	-	**175,926.36**	**305,997.21**	**303,497.21**
Annualized Costs		175,926.36	481,923.57	785,420.78
Average Salary	143,218.47	152,625.72	160,944.54	160,944.54

(1) For contract year 2024-2025 increases in base salary effective July 1, 2024 shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to general wage increases, annual increments and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

(2) Determined by S.R,3 H.R 3, Resolution Proposing Approval of Arbitration Award

STATE OF CONNECTICUT DIVISION OF PUBLIC DEFENDER SERVICES
AND
AFT JUDICIAL PROFESSIONAL EMPLOYEES (PUBLIC DEFENDER STAFF)

COST SHEET FOR COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2021 TO JUNE 30, 2025* (Wage Reopener 7/1/24)

		FY 21/22	FY 22/23	FY 23/24	TOTAL
COST ABOVE PAYROLL					
41 employees					
Fiscal Year 2021-2022					
(1) Auto Usage Fee		375.00			375
(4) Longevity Increase		4,875			4,875
TOTAL		**5,250**			**5,250**
Fiscal Year 2022-2023					
(1) SEBAC One-Time Special Payment			41,000		41,000
(2) 2.5% GWI Effective 7/1/22			94,656		94,656
(3) Annual Increment Effective 7/1/22			115,376		115,376
(4) Longevity Increase			3,777		3,777
(5) Auto Usage Fee			653		653
TOTAL			**255,462**		**255,462**
Fiscal Year 2023-2024					
(1) 2.5% GWI Effective 7/1/23				105,212	105,212
(2) Annual Increment Effective 7/1/23				89,602	89,602
(3) Longevity Increase				7,900	7,900
(4) Auto Usage Fee				675	675
TOTAL				**203,389**	**203,389**
TOTAL CONTRACT ITEMS		**5,250**	**255,462**	**203,389**	**464,101**
FRINGE ANALYSIS					
Social Security	6.20%	326	15,839	12,610	
Medicare	1.45%	76	3,704	2,949	
Unemployment	0.26%	14	664	529	
SERS	63.41%	3,329	161,988	128,969	
	71.32%	**3,744**	**182,195**	**145,057**	**330,997**
TOTAL COST OF CONTRACT		**8,994.30**	**437,657.50**	**348,446.03**	**795,098**

State of Connecticut
DIVISION OF CRIMINAL JUSTICE

OFFICE OF
THE CHIEF STATE'S ATTORNEY

RICHARD J. COLANGELO, JR.
CHIEF STATE'S ATTORNEY

300 CORPORATE PLACE
ROCKY HILL, CONNECTICUT 06067
PHONE (860) 258-5800 FAX (860) 258-5858

March 21, 2022

Office of Labor Relations
Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106

Re: Submission Package
Criminal Justice Employees, Local 749, Council 4, AFSCME, AFL-CIO

To Who It May Concern:

Please accept this submission of documentation, from the Division of Criminal Justice, as requested in your communication dated March 15, 2022. Enclosed are twenty (20) packets which include the following for Criminal Justice Employees, Local 749, Council 4, AFSCME, AFL-CIO:

1. Signed Tentative Agreement (TA)
2. Supersedence Appendix
3. Cost Sheets

Should there be any questions related to these submissions, please contact our Labor Relations Administrator, AnneMarie Paone-Mullin at 860-258-3300.

Very truly yours,

JOHN J. RUSSOTTO
DEPUTY CHIEF STATE'S ATTORNEY
for Administration, Personnel & Finance

JJR/jc
Enclosures

TENTATIVE AGREEMENT DOCUMENT

- between -

STATE OF CONNECTICUT DIVISION OF CRIMINAL JUSTICE

- and -

CRIMINAL JUSTICE EMPLOYEES

LOCAL 749, COUNCIL 4, AFSCME, AFL-CIO

July 1, 2021 - June 30, 2025
Reopener on Wages in 2024

SWDocIDLocation

ARTICLE 3
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. ~~Neither party shall discriminate against any employee, except by reason of bona fide occupational qualifications, on the basis of race, color, religious creed, sex, sexual orientation, gender identity or expression, age, national origin, ancestry, marital status, learning disability, intellectual disability, past or present history of mental disability, genetic information, military service, veteran status, or physical disability (including, but not limited to, blindness).~~

The parties agree that neither party shall discriminate against any employee on the basis of race, color, religious creed, sex (including pregnancy, sexual harassment, transgender status, sexual orientation or civil union status, and gender identity or expression) age, national origin, ancestry, marital status, physical disability including, but not limited to, blindness, learning disability, intellectual disability, present or past history of mental disability, genetic information, military service, workplace hazards to reproductive systems, criminal record (in state employment and licensing) veteran status or lawful political activity.

ARTICLE 7
UNION SECURITY AND PAYROLL DEDUCTIONS

See Separate TA Document.

ARTICLE 8
UNION RIGHTS

See Separate TA Document.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10. Arbitration.

b. Selection of Arbitrator. Upon receipt of a submission to arbitration, the Chief State's Attorney or his/her designee and the Union shall confer regarding the selection of a mutually acceptable arbitrator, **including Mike Ricci.** In the event that no agreement is reached within ten (10) calendar days, the Union shall file with the American Dispute Resolution Center (ADRC).

ARTICLE 11
PROBATIONARY PERIOD

Section 1. Duration and Extension of Probation.

a. The probationary period shall be deemed an extension of the hiring process or, where appropriate, the examination process. Accordingly, permanent status in a duly authorized full-time position will be attained by the employee after the conclusion of a satisfactory probationary period of six (6) months of continuous employment unless, prior to the conclusion of such period, a management designee reports, in writing, to the Chief State's Attorney that the employee is unable or unwilling to perform his/her duties so as to merit continuance in such a position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period. **No employee may voluntarily transfer during their probationary period.**

ARTICLE 17
COMPENSATION

WAGE AND LONGEVITY SCHEDULES TO BE UPDATED

Section 1. Base Salary Increases.

a. ~~There shall be no increase in base salaries for the first year of this Agreement (2016-2017).~~ **Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one- half percent (2.5%) for those Division employees who are active employees and in the bargaining unit. Employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021 will be eligible for retroactive payment through their date of departure.**

Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

b. ~~There shall be no increase in base salaries for the second year of this Agreement (2017-2018).~~ **Effective July 1, 2022, the base annual salary for all Division bargaining unit employees shall be increased by two and one- half percent (2.5%).**

Effective July 1, 2022, full-time Division employees who are active and in the bargaining unit shall receive a $1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees.

c. ~~There shall be no increase in base salaries for the third year of this Agreement (2018-2019).~~ **Effective July 1, 2023, the base annual salary for all Division bargaining unit employees shall be increased by two and one- half percent (2.5%).**

d. ~~Effective at the start of the pay period following July 1, 2019, the base annual salary of all employees shall be increased by three and one half percent (3.5%).~~ **Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 17 (Compensation), Section 1, (Base Salary Increases) and Section 2, (Annual Increments) only. During any "opener" contemplated under this provision, only sections one and two of Article 17 (Compensation), shall be open and all other provisions shall remain in full force and effect.**

~~e. Effective at the start of the pay period following July 1, 2020, the base annual salary of all employees shall be increased by three and one half percent (3.5%).~~

Section 2. Annual Increments.

a. ~~There shall be no annual increments during the first year of this Agreement (2016-2017).~~ **Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be paid for those who are an active employees and in the bargaining unit and in accordance with the existing practice except as specifically varied by the contract. Employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021 will be eligible for retroactive payment through their date of departure.**

Retroactive to July 1, 2021 and upon legislative approval, employees at the top step of the pay scale shall be eligible for a $750 lump sum payment. The payment shall be made as of the date the increment would have applied, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit. Employees who left in good standing with ten (10) years or more of state service and who retired after July 1, 2021 will be eligible for retroactive payment through their date of departure.

JML

b. ~~There shall be no annual increments during the second year of this Agreement (2017-2018).~~ **Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2022-2023, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a $750 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.**

c. ~~There shall be no annual increments during the third year of this Agreement (2018-2019). During the 2018-2019 contract year, an employee shall instead receive a lump sum pensionable bonus payment of two thousand dollars $2,000 in July, 2018.~~ **Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2023-2024, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a $750 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.**

d. ~~Employees will continue to be eligible for and receive annual increments during the 2019-2020 contract year in accordance with existing practice. During the 2019-2020 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of seven hundred fifty dollars ($750.00) in the payroll period when the annual increment would have been effective.~~

e. ~~Employees will continue to be eligible for and receive annual increments during the 2020-2021 contract year in accordance with existing practice. During the 2020-2021 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of seven hundred fifty dollars ($750.00) in the payroll period when the annual increment would have been effective.~~

Section 5. Longevity.

a. 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 has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.

b. For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:

(1) The schedule for longevity payments shall be as set forth in Appendix D.

(2) ~~The April, 2018 longevity payment will be delayed and made in July, 2018.~~

(3) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their prior service in the Judicial Department counted for purposes of longevity.

ARTICLE 34
DURATION

Section 1. Except as otherwise provided, this Agreement shall be effective July 1, ~~2016~~**2021**, and shall expire June 30, ~~2021~~**2025**.

Section 2. Negotiations for a successor agreement shall commence in February ~~2021~~**2025**. The parties may, by mutual agreement, commence negotiations on a different date.

~~APPENDIX E~~
~~JOB SECURITY~~

~~From July 1, 2017 through June 30, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:~~

~~1. Protection from loss of employment is for permanent employees and does not apply to:~~

- ~~employees in the initial probationary period established under Article 11, Section 1 of the collective bargaining agreement;~~
- ~~expiration of a temporary or durational appointment;~~
- ~~termination of grant or other outside funding specified for a particular position.~~

~~2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Articles 15 and 27, or the Placement and Training process of the SEBAC agreement. An employee who is laid off under the rules of the~~

collective bargaining agreement or the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.

3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017 - June 30, 2021 period.

APPENDIX F
FURLOUGH DAYS

In accordance with the SEBAC framework, all employees are to take three (3) unpaid furlough days during Fiscal Year 2017-2018.

For the employees in this bargaining unit, this shall be accomplished as follows:

1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).

2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 21 of the collective bargaining agreement.

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

4. There shall be no compensation for unused furlough days under any circumstances.

FOR THE DCJ

Jarad M. Lucan

Jarad Lucan, Esq.

3/14/2022

Date

FOR THE UNION

J. Wells, Staff Representative

Ron Nelson, President

03.14.2022

Date

THE STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE
And
AFSCME, AFL-CIO
LOCAL 749 OF COUNCIL #4

The State of Connecticut Division of Criminal Justice (DCJ) and Local 749 (Union) hereby agree have come to the following Tentative Agreement (TA) for the successor Collective Bargaining Agreement (CBA) dated July 1, 2016 - June 30, 2021:

ARTICLE 7
UNION SECURITY AND PAYROLL DEDUCTIONS

Replace the Article with the following;

Section 1. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section 2. The Division shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the Division within thirty (30) days of the Union providing certification of said authorization to the Division. The Union shall provide to the corresponding Division payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Division. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding Division payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section 3. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The Union shall update the Division on any modifications to the Union's membership rules when and where applicable.

Should a bargaining unit member approach the Division or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the Division may notify the employee of its obligation to comply with this Article, including Section Two above. If the Division is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section 4. Upon request of the Division, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Division for any

employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Division will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee, to include the Union Executive Board and Council 4 "as soon as practicable" after the payroll period in which such deductions are made and in accordance with Section 7. below.

No payroll deduction of dues shall be made from workers' 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 6. In accordance with procedures promulgated by the Office of the State Comptroller, the Division shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding Division payroll offices consistent with process outlined in Section Two above.

Section 7. Monthly Reports. The Division shall furnish Local 749 and AFSCME Council 4, on a monthly basis reports containing the following information for the Bargaining Unit:

a) New hires, promotions, re-employed workers in the Bargaining Unit, their classification, employee number, home address, work locations, step, salary, applicable hire dates for seniority purposes.
b) Employees separated from the Bargaining Unit and date of separation.

Section 8. The Division shall continue its practice of payroll deductions as authorizedby employees for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the Employer in advance.

Section 9. The Union shall indemnify the Division for any liability or damages incurred by the Employer in compliance with this Article excluding attorneys' fees.

ARTICLE 8
UNION RIGHTS

Section 8. Orientation and Training. The Employer will provide each new employeewith a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). Effective upon the contract being available on the Division intranet, the Employer will no longer provide new employees with a hard copy of the contract; only an electronic copy will be provided. The Division will provide notice to the Union of new members of the bargaining unit as soon as practicable prior to their hire, and no later than ten (10) workdays of the commencement of employment. Each new employee shall be released from work for one hour immediately before or after his/her meal period without loss of pay or benefits to attend a union orientation meeting. The time and location of such meeting shall be determined by mutual agreement of the Union and the Employer. This section shall be in addition to, and shall not diminish, any other provisions of the CBA which allow for Union orientation.

FOR THE DCJ

Jarad Lucan, Esq.

8/11/2021
Date

FOR THE UNION

J. Wells, Staff Representative

8/11/2021
Ron Nelson, President

08.11.2021
Date

APPENDIX A
SUPERSEDENCE

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes and any regulations promulgated thereunder by the Commissioner of Administrative Services, as follows:

(1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 33 (Miscellaneous), Section 2, shall supersede Conn. Gen. Stat. § 51-47, Compensation of Jurors.

(2) The exclusive deduction of dues for members of AFSCME under Article 7 (Union Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in Conn. Gen. Stat. § 5-260.

(3) Article 5 (Entire Agreement), Section 2 and Article 31 (Supersedence), Section 2 shall be deemed to supersede Conn. Gen. Stat. § 5-271 (a) and (e) and Section 5-272 (c).

(4) Disciplinary interviews (Article 14, Sec. 6) shall be deemed to supersede Conn. Gen. Stat. § 5-271(a).

(5) Longevity (Article 16, Section 3) and Appendix D shall be deemed to supersede Conn. Gen. Stat. § 5-213.

(6) Article 22 (Sick Leave--Leave Without Pay) shall be deemed to supersede Conn. Gen. Stat. § 5-247 and any regulations thereunder promulgated by the Commissioner of Administrative Services.

(7) Article 17 (Compensation), Appendix B, Job Classifications and Salary Groups, and the Salary Schedules of Appendix C shall supersede the provisions of Conn. Gen. Stat. § 5-200a concerning objective job evaluation and the statewide SCOPE agreement.

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
TENTATIVE AGREEMENT

				2020-21				2021-22						Longevity			
Job Title	AI Date	GRP	Step	Annual*	YOS	AI X2	Total Salary	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched	Full Yr	Incr	YOS	AI X2	Total Salary
DCJClerk	January	10	3	40,204	-	-	40,204	3	20,605	4	21,209	-	2,500	44,314	10.22%	1	-	44,314
DCJSeniorClerk	January	13	3	46,088	-	-	46,088	3	23,620	4	24,433	-	2,500	50,553	9.69%	1	-	50,553
DCJSeniorClerk	January	13	8	54,013	25	3,170.00	57,183	8	27,682	8	27,682	3,250	-	58,613	8.52%	25	3,248.00	61,861
DCJSecretary1	January	15	1	46,912	-	-	46,912	1	24,043	2	24,923	-	2,500	51,465	9.71%	1	-	51,465
DCJSecretary1	July	15	1	46,912	-	-	46,912	2	24,923	2	24,923	-	2,500	52,345	11.58%	1	-	52,345
DCJSecretary1	July	15	1	46,912	1	-	46,912	2	24,923	2	24,923	-	2,500	52,345	11.58%	2	-	52,345
DCJSeniorClerk	July	15	1	46,912	-	-	46,912	2	24,923	2	24,923	-	2,500	52,345	11.58%	1	-	52,345
DCJSecretary1	January	15	2	48,629	-	-	48,629	2	24,923	3	25,803	-	2,500	53,225	9.45%	1	-	53,225
DCJSecretary1	January	15	2	48,629	-	-	48,629	2	24,923	3	25,803	-	2,500	53,225	9.45%	1	-	53,225
DCJSecretary1	July	15	2	48,629	-	-	48,629	3	25,803	3	25,803	-	2,500	54,105	11.26%	1	-	54,105
DCJSecretary1	July	15	2	48,629	11	858.50	49,488	3	25,803	3	25,803	-	2,500	54,105	11.26%	12	880.00	54,985
DCJSecretary1	January	15	3	50,346	-	-	50,346	3	25,803	4	26,683	-	2,500	54,985	9.21%	1	-	54,985
DCJSecretary1	January	15	3	50,346	-	-	50,346	3	25,803	4	26,683	-	2,500	54,985	9.21%	1	-	54,985
DCJSecretary1	January	15	3	50,346	-	-	50,346	3	25,803	4	26,683	-	2,500	54,985	9.21%	1	-	54,985
DCJSecretary1	January	15	3	50,346	-	-	50,346	3	25,803	4	26,683	-	2,500	54,985	9.21%	1	-	54,985
DCJSecretary1	January	15	3	50,346	-	-	50,346	3	25,803	4	26,683	-	2,500	54,985	9.21%	1	-	54,985
DCJSecretary1	January	15	3	50,346	13	858.50	51,205	3	25,803	4	26,683	-	2,500	54,985	9.21%	14	880.00	55,865
DCJSecretary1	January	15	5	53,780	14	858.50	54,639	5	27,563	6	28,442	-	2,500	58,505	8.78%	15	1,760.00	60,265
DCJSecretary1	January	15	5	53,780	13	858.50	54,639	5	27,563	6	28,442	-	2,500	58,505	8.78%	14	880.00	59,385
DCJSecretary1	January	15	7	57,214	17	1,585.00	58,799	7	29,322	8	30,202	-	2,500	62,024	8.41%	18	1,760.00	63,784
DCJSecretary1	January	15	8	58,931	18	1,717.00	60,648	8	30,202	8	30,202	3,250	-	63,654	8.01%	19	1,760.00	65,414
DCJSecretary1	January	15	8	58,931	16	1,717.00	60,648	8	30,202	8	30,202	3,250	-	63,654	8.01%	17	1,760.00	65,414
DCJSecretary1	July	15	8	58,931	20	2,575.50	61,507	8	30,202	8	30,202	3,250	-	63,654	8.01%	21	2,640.00	66,294
DCJSecretary1	January	15	8	58,931	25	3,434.00	62,365	8	30,202	8	30,202	3,250	-	63,654	8.01%	25	3,520.00	67,174
DCJSecretary1	January	15	8	58,931	20	2,575.50	61,507	8	30,202	8	30,202	3,250	-	63,654	8.01%	21	2,640.00	66,294
DCJSecretary1	January	15	8	58,931	22	2,575.50	61,507	8	30,202	8	30,202	3,250	-	63,654	8.01%	23	2,640.00	66,294
DCJSecretary1	January	15	8	58,931	25	3,434.00	62,365	8	30,202	8	30,202	3,250	-	63,654	8.01%	25	3,520.00	67,174
DCJSecretary2	January	17	2	53,396	-	-	53,396	2	27,366	3	28,298	-	2,500	58,163	8.93%	1	-	58,163
DCJSecretary2	January	17	2	53,396	-	-	53,396	2	27,366	3	28,298	-	2,500	58,163	8.93%	1	-	58,163
DCJSecretary2	July	17	2	53,396	-	-	53,396	3	28,298	3	28,298	-	2,500	59,095	10.67%	1	-	59,095
DCJSecretary2	July	17	2	53,396	-	-	53,396	3	28,298	3	28,298	-	2,500	59,095	10.67%	1	-	59,095
DCJSecretary2	January	17	2	53,396	-	-	53,396	2	27,366	3	28,298	-	2,500	58,163	8.93%	1	-	58,163
DCJSecretary2	July	17	3	55,215	-	-	55,215	4	29,230	4	29,230	-	2,500	60,960	10.40%	1	-	60,960
DCJSecretary2	January	17	3	55,215	-	-	55,215	3	28,298	4	29,230	-	2,500	60,028	8.72%	1	-	60,028
DCJSecretary2	January	17	3	55,215	9	909.50	56,125	3	28,298	4	29,230	-	2,500	60,028	8.72%	10	932.50	60,960
DCJSecretary2	January	17	3	55,215	12	909.50	56,125	3	28,298	4	29,230	-	2,500	60,028	8.72%	13	932.50	60,960
DCJSecretary2	July	17	3	55,215	12	909.50	56,125	4	29,230	4	29,230	-	2,500	60,960	10.40%	13	932.50	61,893
DCJSecretary2	January	17	4	57,034	6	-	57,034	4	29,230	5	30,162	-	2,500	61,892	8.52%	7	-	61,892
DCJSecretary2	January	17	5	58,853	-	-	58,853	5	30,162	6	31,095	-	2,500	63,757	8.33%	1	-	63,757
DCJSecretary2	July	17	5	58,853	14	909.50	59,763	6	31,095	6	31,095	-	2,500	64,689	9.92%	15	1,865.00	66,554
DCJSecretary2	January	17	5	58,853	14	1,919.00	60,772	5	30,162	6	31,095	-	2,500	63,757	8.33%	15	1,865.00	65,622
DCJSecretary2	July	17	6	60,672	-	-	60,672	7	32,027	7	32,027	-	2,500	66,553	9.69%	1	-	66,553

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
TENTATIVE AGREEMENT

				2020-21				2021-22						Longevity			
Job Title	AI Date	GRP	Step	Annual*	YOS	AI X2	Total Salary	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched	Full Yr	Incr	YOS	AI X2	Total Salary
DCJSecretary2	January	17	6	60,672	-	-	60,672	6	31,095	7	32,027	-	2,500	65,621	8.16%	1	-	65,621
DCJSecretary2	July	17	6	60,672	18	1,819.00	62,491	7	32,027	7	32,027	-	2,500	66,553	9.69%	19	1,865.00	68,418
DCJSecretary2	January	17	7	62,491	16	1,819.00	64,310	7	32,027	8	32,959	-	2,500	67,486	7.99%	17	1,865.00	69,351
DCJSecretary2	January	17	7	62,491	20	2,728.50	65,220	7	32,027	8	32,959	-	2,500	67,486	7.99%	21	2,797.50	70,283
DCJSecretary2	January	17	8	64,310	21	2,728.50	67,039	8	32,959	8	32,959	3,250	-	69,168	7.55%	22	2,797.50	71,966
DCJPurchasingAssistant	January	17	8	64,310	23	2,728.50	67,039	8	32,959	8	32,959	3,250	-	69,168	7.55%	24	2,797.50	71,966
DCJAppellateSec2	January	18	6	63,540	17	1,872.00	65,412	6	32,565	7	33,524	-	2,500	68,588	7.94%	18	1,919.00	70,507
DCJSecretary2	January	18	8	67,284	22	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	23	2,878.50	75,095
DCJSecretary2	January	18	8	67,284	21	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	22	2,878.50	75,095
DCJSecretary2	July	18	8	67,284	21	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	22	2,878.50	75,095
DCJSecretary2	July	18	8	67,284	20	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	21	2,878.50	75,095
DCJSecretary2	January	18	8	67,284	20	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	21	2,878.50	75,095
DCJSecretary2	July	18	8	67,284	21	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	22	2,878.50	75,095
DCJSecretary2	July	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	January	18	8	67,284	23	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	24	2,878.50	75,095
DCJSecretary2	January	18	8	67,284	22	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	23	2,878.50	75,095
DCJSecretary2	January	18	8	67,284	21	2,808.00	70,092	8	34,483	8	34,483	3,250	-	72,216	7.33%	22	2,878.50	75,095
DCJSecretary2	January	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	July	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	January	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	July	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	July	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	January	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	January	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJSecretary2	July	18	8	67,284	25	3,744.00	71,028	8	34,483	8	34,483	3,250	-	72,216	7.33%	25	3,838.00	76,054
DCJInvestigator	July	19	1	56,845	-	-	56,845	2	30,117	2	30,117	-	2,500	62,733	10.36%	1	-	62,733
Investigator	January	19	1	56,845	-	-	56,845	1	29,133	2	30,117	-	2,500	61,750	8.63%	1	-	61,750
DCJInvestigator	January	19	2	58,764	-	-	58,764	2	30,117	3	31,100	-	2,500	63,717	8.43%	1	-	63,717
DCJInvestigator	January	19	2	58,764	-	-	58,764	2	30,117	3	31,100	-	2,500	63,717	8.43%	1	-	63,717
DCJInvestigator	January	19	2	58,764	-	-	58,764	2	30,117	3	31,100	-	2,500	63,717	8.43%	1	-	63,717
DCJInvestigator	July	19	2	58,764	-	-	58,764	3	31,100	3	31,100	-	2,500	64,700	10.10%	1	-	64,700
DCJClericalSupervisor**	January	19	2	58,764	18	1,717.00	60,481	2	30,117	3	31,100	-	2,500	63,717	8.43%	19	1,967.00	65,684
DCJInvestigator	July	19	3	60,683	-	-	60,683	4	32,084	4	32,084	-	2,500	66,667	9.86%	1	-	66,667
DCJInvestigator	January	19	3	60,683	-	-	60,683	3	31,100	4	32,084	-	2,500	65,684	8.24%	1	-	65,684
DCJInvestigator	July	19	3	60,683	-	-	60,683	4	32,084	4	32,084	-	2,500	66,667	9.86%	1	-	66,667
DCJInvestigator	July	19	3	60,683	-	-	60,683	4	32,084	4	32,084	-	2,500	66,667	9.86%	1	-	66,667
DCJInvestigator	July	19	3	60,683	-	-	60,683	4	32,084	4	32,084	-	2,500	66,667	9.86%	1	-	66,667
DCJInvestigator	july	19	3	60,683	-	-	60,683	4	32,084	4	32,084	-	2,500	66,667	9.86%	1	-	66,667
DCJJuvenileInvestigator	January	19	3	60,683	-	-	60,683	3	31,100	4	32,084	-	2,500	65,684	8.24%	1	-	65,684
DCJInvestigator	July	19	3	60,683	-	-	60,683	4	32,084	4	32,084	-	2,500	66,667	9.86%	1	-	66,667
DCJInvestigator	July	19	4	62,602	10	959.50	63,562	5	33,067	5	33,067	-	2,500	68,634	9.64%	11	983.50	69,618
DCJInvestigator	July	19	4	62,602	-	-	62,602	5	33,067	5	33,067	-	2,500	68,634	9.64%	1	-	68,634

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
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				2020-21				2021-22							Longevity			
Job Title	AI Date	GRP	Step	Annual*	YOS	AI X2	Total Salary	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched	Full Yr	Incr	YOS	AI X2	Total Salary
DCJClericalSupervisor	July	19	4	62,602	16	1,919.00	64,521	5	33,067	5	33,067	-	2,500	68,634	9.64%	17	1,967.00	70,601
DCJJuvenileInvestigator	January	19	5	64,521	-	-	64,521	5	33,067	6	34,051	-	2,500	69,618	7.90%	1	-	69,618
DCJJuvenileInvestigator	January	19	6	66,440	-	-	66,440	6	34,051	7	35,034	-	2,500	71,585	7.74%	1	-	71,585
DCJInvestigator	July	19	6	66,440	-	-	66,440	7	35,034	7	35,034	-	2,500	72,568	9.22%	1	-	72,568
DCJInvestigator	July	19	6	66,440	-	-	66,440	7	35,034	7	35,034	-	2,500	72,568	9.22%	1	-	72,568
DCJInvestigator	July	19	6	66,440	-	-	66,440	7	35,034	7	35,034	-	2,500	72,568	9.22%	1	-	72,568
DCJInvestigator	January	19	6	66,440	16	1,919.00	68,359	6	34,051	7	35,034	-	2,500	71,585	7.74%	17	1,967.00	73,552
DCJClericalSupervisor	January	19	8	70,278	19	1,919.00	72,197	8	36,018	8	36,018	3,250	-	75,285	7.12%	20	2,950.50	78,236
DCJInvestigator	January	20	7	71,575	17	1,972.00	73,547	7	36,682	8	37,693	-	2,500	76,875	7.40%	18	2,022.00	78,897
DCJInvestigator	January	20	7	71,575	14	986.00	72,561	7	36,682	8	37,693	-	2,500	76,875	7.40%	15	2,022.00	78,897
DCJInvestigator	July	20	7	71,575	14	986.00	72,561	8	37,693	8	37,693	-	2,500	77,886	8.82%	15	2,022.00	79,908
DCJInvestigator	July	20	7	71,575	14	986.00	72,561	8	37,693	8	37,693	-	2,500	77,886	8.82%	15	2,022.00	79,908
DCJInvestigator	January	20	8	73,547	15	1,972.00	75,519	8	37,693	8	37,693	3,250	-	78,636	6.92%	16	2,022.00	80,658
DCJInvestigator	July	20	8	73,547	16	1,972.00	75,519	8	37,693	8	37,693	3,250	-	78,636	6.92%	17	2,022.00	80,658
DCJClericalSupervisor	July	20	8	73,547	25	3,944.00	77,491	8	37,693	8	37,693	3,250	-	78,636	6.92%	25	4,044.00	82,680
DCJClericalSupervisor	July	20	8	73,547	25	3,944.00	77,491	8	37,693	8	37,693	3,250	-	78,636	6.92%	25	4,044.00	82,680
DCJJuvenileInvestigator	July	21	8	76,820	25	4,038.00	80,858	8	39,371	8	39,371	3,250	-	81,991	6.73%	25	4,140.00	86,131
DCJJuvenileInvestigator	July	21	8	76,820	25	4,038.00	80,858	8	39,371	8	39,371	3,250	-	81,991	6.73%	25	4,140.00	86,131
DCJInvestigator	July	21	8	76,820	25	4,038.00	80,858	8	39,371	8	39,371	3,250	-	81,991	6.73%	25	4,140.00	86,131
DCJForensicFraudExaminer1	January	26	1	77,807	-	-	77,807	1	39,876	2	41,360	-	2,500	83,736	7.62%	1	-	83,736
DCJForensicFraudExaminer2	july	29	4	97,202	12	1,723.50	98,926	5	51,583	5	51,583	-	2,500	105,665	8.71%	13	1,766.50	107,432
DCJForensicFraudExaminer2	July	29	4	97,202	10	1,723.50	98,926	5	51,583	5	51,583	-	2,500	105,665	8.71%	11	1,766.50	107,432
				6,519,692		145,195	6,664,887							7,072,646			154,914	7,227,559
														552,954	**8.48%**		**9,719**	**562,673**
																		8.44%

Max YOS is 25 for formulas
Using April 21 Longevity dates

	July	January
Step: Y	Step: Y	
GWI:	2.50%	
LumpSum below Max:	$2,500	
AI @ Max + Lump Sum:	$750	$2,500

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
TENTATIVE AGREEMENT

Job Title	AI Date	GRP	Step	July to Dec	Step	Jan to June	2022-23 AI @ Max	Off Sched	Full Yr	Incr	YOS	Longevity AI X2	Total Salary
DCJClerk	January	10	4	21,739	5	22,359	-	1,000	45,098	1.77%	2	-	45,098
DCJSeniorClerk	January	13	4	25,044	5	25,876	-	1,000	51,919	2.70%	2	-	51,919
DCJSeniorClerk	January	13	8	28,374	8	28,374	1,750	-	58,497	#####	25	3,330.00	61,827
DCJSecretary1	January	15	2	25,546	3	26,448	-	1,000	52,993	2.97%	2	-	52,993
DCJSecretary1	July	15	3	26,448	3	26,448	-	1,000	53,895	2.96%	2	-	53,895
DCJSecretary1	July	15	3	26,448	3	26,448	-	1,000	53,895	2.96%	3	-	53,895
DCJSeniorClerk	July	15	3	26,448	3	26,448	-	1,000	53,895	2.96%	2	-	53,895
DCJSecretary1	January	15	3	26,448	4	27,350	-	1,000	54,797	2.95%	2	-	54,797
DCJSecretary1	January	15	3	26,448	4	27,350	-	1,000	54,797	2.95%	2	-	54,797
DCJSecretary1	July	15	4	27,350	4	27,350	-	1,000	55,699	2.95%	2	-	55,699
DCJSecretary1	July	15	4	27,350	4	27,350	-	1,000	55,699	2.95%	13	902.00	56,601
DCJSecretary1	January	15	4	27,350	5	28,252	-	1,000	56,601	2.94%	2	-	56,601
DCJSecretary1	January	15	4	27,350	5	28,252	-	1,000	56,601	2.94%	2	-	56,601
DCJSecretary1	January	15	4	27,350	5	28,252	-	1,000	56,601	2.94%	2	-	56,601
DCJSecretary1	January	15	4	27,350	5	28,252	-	1,000	56,601	2.94%	2	-	56,601
DCJSecretary1	January	15	4	27,350	5	28,252	-	1,000	56,601	2.94%	2	-	56,601
DCJSecretary1	January	15	4	27,350	5	28,252	-	1,000	56,601	2.94%	15	1,804.00	58,405
DCJSecretary1	January	15	6	29,153	7	30,055	-	1,000	60,208	2.91%	16	1,804.00	62,012
DCJSecretary1	January	15	6	29,153	7	30,055	-	1,000	60,208	2.91%	15	1,804.00	62,012
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	2.64%	19	1,804.00	65,468
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	20	2,706.00	66,370
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	18	1,804.00	65,468
DCJSecretary1	July	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	22	2,706.00	66,370
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	25	3,608.00	67,272
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	22	2,706.00	66,370
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	24	2,706.00	66,370
DCJSecretary1	January	15	8	30,957	8	30,957	1,750	-	63,664	0.02%	25	3,608.00	67,272
DCJSecretary2	January	17	3	29,005	4	29,961	-	1,000	59,966	3.10%	2	-	59,966
DCJSecretary2	January	17	3	29,005	4	29,961	-	1,000	59,966	3.10%	2	-	59,966
DCJSecretary2	July	17	4	29,961	4	29,961	-	1,000	60,922	3.09%	2	-	60,922
DCJSecretary2	July	17	4	29,961	4	29,961	-	1,000	60,922	3.09%	2	-	60,922
DCJSecretary2	January	17	3	29,005	4	29,961	-	1,000	59,966	3.10%	2	-	59,966
DCJSecretary2	July	17	5	30,916	5	30,916	-	1,000	62,832	3.07%	2	-	62,832
DCJSecretary2	January	17	4	29,961	5	30,916	-	1,000	61,877	3.08%	2	-	61,877
DCJSecretary2	January	17	4	29,961	5	30,916	-	1,000	61,877	3.08%	11	956.00	62,833
DCJSecretary2	January	17	4	29,961	5	30,916	-	1,000	61,877	3.08%	14	956.00	62,833
DCJSecretary2	July	17	5	30,916	5	30,916	-	1,000	62,832	3.07%	14	956.00	63,788
DCJSecretary2	January	17	5	30,916	6	31,872	-	1,000	63,788	3.06%	8	-	63,788
DCJSecretary2	January	17	6	31,872	7	32,827	-	1,000	65,699	3.05%	2	-	65,699
DCJSecretary2	July	17	7	32,827	7	32,827	-	1,000	66,654	3.04%	16	1,912.00	68,566
DCJSecretary2	January	17	6	31,872	7	32,827	-	1,000	65,699	3.05%	16	1,912.00	67,611
DCJSecretary2	July	17	8	33,783	8	33,783	-	1,000	68,566	3.02%	2	-	68,566

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
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							2022-23					Longevity	
Job Title	AI Date	GRP	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched	Full Yr	Incr	YOS	AI X2	Total Salary
DCJSecretary2	January	17	7	32,827	8	33,783	-	1,000	67,610	3.03%	2	-	67,610
DCJSecretary2	July	17	8	33,783	8	33,783	-	1,000	68,566	3.02%	20	2,868.00	71,434
DCJSecretary2	January	17	8	33,783	8	33,783	1,750	-	69,316	2.71%	18	1,912.00	71,228
DCJSecretary2	January	17	8	33,783	8	33,783	1,750	-	69,316	2.71%	22	2,868.00	72,184
DCJSecretary2	January	17	8	33,783	8	33,783	1,750	-	69,316	0.21%	23	2,868.00	72,184
DCJPurchasingAssistant	January	17	8	33,783	8	33,783	1,750	-	69,316	0.21%	25	3,824.00	73,140
DCJAppellateSec2	January	18	7	34,362	8	35,345	-	1,000	70,707	3.09%	19	1,967.00	72,674
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	24	2,950.50	75,391
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	23	2,950.50	75,391
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	23	2,950.50	75,391
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	22	2,950.50	75,391
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	22	2,950.50	75,391
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	23	2,950.50	75,391
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	24	2,950.50	75,391
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	23	2,950.50	75,391
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	January	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJSecretary2	July	18	8	35,345	8	35,345	1,750	-	72,440	0.31%	25	3,934.00	76,374
DCJInvestigator	July	19	3	31,878	3	31,878	-	1,000	64,755	3.22%	2	-	64,755
Investigator	January	19	2	30,870	3	31,878	-	1,000	63,747	3.23%	2	-	63,747
DCJInvestigator	January	19	3	31,878	4	32,886	-	1,000	65,763	3.21%	2	-	65,763
DCJInvestigator	January	19	3	31,878	4	32,886	-	1,000	65,763	3.21%	2	-	65,763
DCJInvestigator	January	19	3	31,878	4	32,886	-	1,000	65,763	3.21%	2	-	65,763
DCJInvestigator	July	19	4	32,886	4	32,886	-	1,000	66,771	3.20%	2	-	66,771
DCJClericalSupervisor**	January	19	3	31,878	4	32,886	-	1,000	65,763	3.21%	20	3,024.00	68,787
DCJInvestigator	July	19	5	33,894	5	33,894	-	1,000	68,787	3.18%	2	-	68,787
DCJInvestigator	January	19	4	32,886	5	33,894	-	1,000	67,779	3.19%	2	-	67,779
DCJInvestigator	July	19	5	33,894	5	33,894	-	1,000	68,787	3.18%	2	-	68,787
DCJInvestigator	July	19	5	33,894	5	33,894	-	1,000	68,787	3.18%	2	-	68,787
DCJInvestigator	July	19	5	33,894	5	33,894	-	1,000	68,787	3.18%	2	-	68,787
DCJInvestigator	july	19	5	33,894	5	33,894	-	1,000	68,787	3.18%	2	-	68,787
DCJJuvenileInvestigator	January	19	4	32,886	5	33,894	-	1,000	67,779	3.19%	2	-	67,779
DCJInvestigator	July	19	5	33,894	5	33,894	-	1,000	68,787	3.18%	2	-	68,787
DCJInvestigator	July	19	6	34,902	6	34,902	-	1,000	70,804	3.16%	12	1,008.00	71,812
DCJInvestigator	July	19	6	34,902	6	34,902	-	1,000	70,804	3.16%	2	-	70,804

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
TENTATIVE AGREEMENT

							2022-23					Longevity	
Job Title	AI Date	GRP	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched	Full Yr	Incr	YOS	AI X2	Total Salary
DCJClericalSupervisor	July	19	6	34,902	6	34,902	-	1,000	70,804	3.16%	18	2,016.00	72,820
DCJJuvenileInvestigator	January	19	6	34,902	7	35,910	-	1,000	71,812	3.15%	2	-	71,812
DCJJuvenileInvestigator	January	19	7	35,910	8	36,918	-	1,000	73,828	3.13%	2	-	73,828
DCJInvestigator	July	19	8	36,918	8	36,918	-	1,000	74,836	3.13%	2	-	74,836
DCJInvestigator	July	19	8	36,918	8	36,918	-	1,000	74,836	3.13%	2	-	74,836
DCJInvestigator	July	19	8	36,918	8	36,918	-	1,000	74,836	3.13%	2	-	74,836
DCJInvestigator	January	19	7	35,910	8	36,918	-	1,000	73,828	3.13%	18	2,016.00	75,844
DCJClericalSupervisor	January	19	8	36,918	8	36,918	1,750	-	75,586	0.40%	21	3,024.00	78,610
DCJInvestigator	January	20	8	38,636	8	38,636	1,750	-	79,021	2.79%	19	2,073.00	81,094
DCJInvestigator	January	20	8	38,636	8	38,636	1,750	-	79,021	2.79%	16	2,073.00	81,094
DCJInvestigator	July	20	8	38,636	8	38,636	1,750	-	79,021	1.46%	16	2,073.00	81,094
DCJInvestigator	July	20	8	38,636	8	38,636	1,750	-	79,021	1.46%	16	2,073.00	81,094
DCJInvestigator	January	20	8	38,636	8	38,636	1,750	-	79,021	0.49%	17	2,073.00	81,094
DCJInvestigator	July	20	8	38,636	8	38,636	1,750	-	79,021	0.49%	18	2,073.00	81,094
DCJClericalSupervisor	July	20	8	38,636	8	38,636	1,750	-	79,021	0.49%	25	4,146.00	83,167
DCJClericalSupervisor	July	20	8	38,636	8	38,636	1,750	-	79,021	0.49%	25	4,146.00	83,167
DCJJuvenileInvestigator	July	21	8	40,355	8	40,355	1,750	-	82,460	0.57%	25	4,244.00	86,704
DCJJuvenileInvestigator	July	21	8	40,355	8	40,355	1,750	-	82,460	0.57%	25	4,244.00	86,704
DCJInvestigator	July	21	8	40,355	8	40,355	1,750	-	82,460	0.57%	25	4,244.00	86,704
DCJForensicFraudExaminer1	January	26	2	42,394	3	43,915	-	1,000	87,309	4.27%	2	-	87,309
DCJForensicFraudExaminer2	july	29	6	54,683	6	54,683	-	1,000	110,365	4.45%	14	1,810.50	112,176
DCJForensicFraudExaminer2	July	29	6	54,683	6	54,683	-	1,000	110,365	4.45%	12	1,810.50	112,176
									7,218,193			165,406	7,383,599
									145,547	**2.06%**		**10,493**	**156,040**
													2.16%

	July	January
Step:	**Y**	**Y**
GWI:	**2.50%**	
Below Max:		**$1,000**
AI @ Max + Lump Sum:		**$750 $1,000**

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
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			2023-24							Longevity	
Job Title	AI Date	GRP	Step July to Dec	Step	Jan to June	AI @ Max	Full Yr	Incr	YOS	AI X2	Total Salary
DCJClerk	January	10	5 22,918	6	23,553	-	46,470	3.04%	3	-	46,470
DCJSeniorClerk	January	13	5 26,523	6	27,376	-	53,899	3.81%	3	-	53,899
DCJSeniorClerk	January	13	8 29,083	8	29,083	750	58,916	0.72%	25	3,414.00	62,330
DCJSecretary1	January	15	3 27,109	4	28,033	-	55,142	4.05%	3	-	55,142
DCJSecretary1	July	15	4 28,033	4	28,033	-	56,066	4.03%	3	-	56,066
DCJSecretary1	Juiy	15	4 28,033	4	28,033	-	56,066	4.03%	4	-	56,066
DCJSeniorClerk	July	15	4 28,033	4	28,033	-	56,066	4.03%	3	-	56,066
DCJSecretary1	January	15	4 28,033	5	28,958	-	56,991	4.00%	3	-	56,991
DCJSecretary1	January	15	4 28,033	5	28,958	-	56,991	4.00%	3	-	56,991
DCJSecretary1	July	15	5 28,958	5	28,958	-	57,916	3.98%	3	-	57,916
DCJSecretary1	July	15	5 28,958	5	28,958	-	57,916	3.98%	14	924.50	58,841
DCJSecretary1	January	15	5 28,958	6	29,882	-	58,840	3.96%	3	-	58,840
DCJSecretary1	January	15	5 28,958	6	29,882	-	58,840	3.96%	3	-	58,840
DCJSecretary1	January	15	5 28,958	6	29,882	-	58,840	3.96%	3	-	58,840
DCJSecretary1	January	15	5 28,958	6	29,882	-	58,840	3.96%	3	-	58,840
DCJSecretary1	January	15	5 28,958	6	29,882	-	58,840	3.96%	3	-	58,840
DCJSecretary1	January	15	5 28,958	6	29,882	-	58,840	3.96%	16	1,849.00	60,689
DCJSecretary1	January	15	7 30,807	8	31,731	-	62,538	3.87%	17	1,849.00	64,387
DCJSecretary1	January	15	7 30,807	8	31,731	-	62,538	3.87%	16	1,849.00	64,387
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	20	2,773.50	66,986
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	21	2,773.50	66,986
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	19	1,849.00	66,061
DCJSecretary1	July	15	8 31,731	8	31,731	750	64,212	0.86%	23	2,773.50	66,986
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	25	3,698.00	67,910
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	23	2,773.50	66,986
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	25	3,698.00	67,910
DCJSecretary1	January	15	8 31,731	8	31,731	750	64,212	0.86%	25	3,698.00	67,910
DCJSecretary2	January	17	4 30,710	5	31,689	-	62,399	4.06%	3	-	62,399
DCJSecretary2	January	17	4 30,710	5	31,689	-	62,399	4.06%	3	-	62,399
DCJSecretary2	July	17	5 31,689	5	31,689	-	63,378	4.03%	3	-	63,378
DCJSecretary2	July	17	5 31,689	5	31,689	-	63,378	4.03%	3	-	63,378
DCJSecretary2	January	17	4 30,710	5	31,689	-	62,399	4.06%	3	-	62,399
DCJSecretary2	July	17	6 32,669	6	32,669	-	65,338	3.99%	3	-	65,338
DCJSecretary2	January	17	5 31,689	6	32,669	-	64,358	4.01%	3	-	64,358
DCJSecretary2	January	17	5 31,689	6	32,669	-	64,358	4.01%	12	980.00	65,338
DCJSecretary2	January	17	5 31,689	6	32,669	-	64,358	4.01%	15	1,960.00	66,318
DCJSecretary2	July	17	6 32,669	6	32,669	-	65,338	3.99%	15	1,960.00	67,298
DCJSecretary2	January	17	6 32,669	7	33,648	-	66,317	3.96%	9	-	66,317
DCJSecretary2	January	17	7 33,648	8	34,628	-	68,275	3.92%	3	-	68,275
DCJSecretary2	July	17	8 34,628	8	34,628	-	69,255	3.90%	17	1,960.00	71,215
DCJSecretary2	January	17	7 33,648	8	34,628	-	68,275	3.92%	17	1,960.00	70,235
DCJSecretary2	July	17	8 34,628	8	34,628	750	70,005	2.10%	3	-	70,005

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
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				2023-24						Longevity		
Job Title	AI Date	GRP	Step	July to Dec	Step	Jan to June	AI @ Max	Full Yr	Incr	YOS	AI X2	Total Salary
DCJSecretary2	January	17	8	34,628	8	34,628	750	70,005	3.54%	3	-	70,005
DCJSecretary2	July	17	8	34,628	8	34,628	750	70,005	2.10%	21	2,940.00	72,945
DCJSecretary2	January	17	8	34,628	8	34,628	750	70,005	0.99%	19	1,960.00	71,965
DCJSecretary2	January	17	8	34,628	8	34,628	750	70,005	0.99%	23	2,940.00	72,945
DCJSecretary2	January	17	8	34,628	8	34,628	750	70,005	0.99%	24	2,940.00	72,945
DCJPurchasingAssistant	January	17	8	34,628	8	34,628	750	70,005	0.99%	25	3,920.00	73,925
DCJAppellateSec2	January	18	8	36,229	8	36,229	750	73,207	3.54%	20	3,024.00	76,231
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	24	3,024.00	76,231
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	24	3,024.00	76,231
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	23	3,024.00	76,231
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	23	3,024.00	76,231
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	24	3,024.00	76,231
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	24	3,024.00	76,231
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	January	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJSecretary2	July	18	8	36,229	8	36,229	750	73,207	1.06%	25	4,032.00	77,239
DCJInvestigator	July	19	4	33,708	4	33,708	-	67,415	4.11%	3	-	67,415
Investigator	January	19	3	32,675	4	33,708	-	66,382	4.13%	3	-	66,382
DCJInvestigator	January	19	4	33,708	5	34,741	-	68,449	4.08%	3	-	68,449
DCJInvestigator	January	19	4	33,708	5	34,741	-	68,449	4.08%	3	-	68,449
DCJInvestigator	January	19	4	33,708	5	34,741	-	68,449	4.08%	3	-	68,449
DCJInvestigator	July	19	5	34,741	5	34,741	-	69,482	4.06%	3	-	69,482
DCJClericalSupervisor**	January	19	4	33,708	5	34,741	-	68,449	4.08%	21	3,099.00	71,548
DCJInvestigator	July	19	6	35,775	6	35,775	-	71,549	4.02%	3	-	71,549
DCJInvestigator	January	19	5	34,741	6	35,775	-	70,516	4.04%	3	-	70,516
DCJInvestigator	July	19	6	35,775	6	35,775	-	71,549	4.02%	3	-	71,549
DCJInvestigator	July	19	6	35,775	6	35,775	-	71,549	4.02%	3	-	71,549
DCJInvestigator	July	19	6	35,775	6	35,775	-	71,549	4.02%	3	-	71,549
DCJInvestigator	july	19	6	35,775	6	35,775	-	71,549	4.02%	3	-	71,549
DCJJuvenileInvestigator	January	19	5	34,741	6	35,775	-	70,516	4.04%	3	-	70,516
DCJInvestigator	July	19	6	35,775	6	35,775	-	71,549	4.02%	3	-	71,549
DCJInvestigator	July	19	7	36,808	7	36,808	-	73,616	3.97%	13	1,033.00	74,649
DCJInvestigator	July	19	7	36,808	7	36,808	-	73,616	3.97%	3	-	73,616

DIVISION OF CRIMINAL JUSTICE EMPLOYEES
TENTATIVE AGREEMENT

			2023-24							Longevity	
Job Title	AI Date	GRP	Step	July to Dec	Step	Jan to June	AI @ Max	Full Yr	Incr	YOS	AI X2	Total Salary
DCJClericalSupervisor	July	19	7	36,808	7	36,808	-	73,616	3.97%	19	2,066.00	75,682
DCJJuvenileInvestigator	January	19	7	36,808	8	37,841	-	74,649	3.95%	3	-	74,649
DCJJuvenileInvestigator	January	19	8	37,841	8	37,841	750	76,432	3.53%	3	-	76,432
DCJInvestigator	July	19	8	37,841	8	37,841	750	76,432	2.13%	3	-	76,432
DCJInvestigator	July	19	8	37,841	8	37,841	750	76,432	2.13%	3	-	76,432
DCJInvestigator	July	19	8	37,841	8	37,841	750	76,432	2.13%	3	-	76,432
DCJInvestigator	January	19	8	37,841	8	37,841	750	76,432	3.53%	19	2,066.00	78,498
DCJClericalSupervisor	January	19	8	37,841	8	37,841	750	76,432	1.12%	22	3,099.00	79,531
DCJInvestigator	January	20	8	39,602	8	39,602	750	79,953	1.18%	20	3,187.50	83,141
DCJInvestigator	January	20	8	39,602	8	39,602	750	79,953	1.18%	17	2,125.00	82,078
DCJInvestigator	July	20	8	39,602	8	39,602	750	79,953	1.18%	17	2,125.00	82,078
DCJInvestigator	July	20	8	39,602	8	39,602	750	79,953	1.18%	17	2,125.00	82,078
DCJInvestigator	January	20	8	39,602	8	39,602	750	79,953	1.18%	18	2,125.00	82,078
DCJInvestigator	July	20	8	39,602	8	39,602	750	79,953	1.18%	19	2,125.00	82,078
DCJClericalSupervisor	July	20	8	39,602	8	39,602	750	79,953	1.18%	25	4,250.00	84,203
DCJClericalSupervisor	July	20	8	39,602	8	39,602	750	79,953	1.18%	25	4,250.00	84,203
DCJJuvenileInvestigator	July	21	8	41,364	8	41,364	750	83,478	1.23%	25	4,350.00	87,828
DCJJuvenileInvestigator	July	21	8	41,364	8	41,364	750	83,478	1.23%	25	4,350.00	87,828
DCJInvestigator	July	21	8	41,364	8	41,364	750	83,478	1.23%	25	4,350.00	87,828
DCJForensicFraudExaminer1	January	26	3	45,013	4	46,571	-	91,584	4.90%	3	-	91,584
DCJForensicFraudExaminer2	july	29	7	57,907	7	57,907	-	115,813	4.94%	15	3,711.00	119,524
DCJForensicFraudExaminer2	July	29	7	57,907	7	57,907	-	115,813	4.94%	13	1,855.50	117,669
								7,409,796			179,287	7,589,083
								191,604	**2.65%**		**13,881**	**205,484**
												2.78%

	July	January
Step:	Y	Y
GWI:	2.50%	

AI @ Max: $750

Total without Longevity: 13.19%

Total with Longevity: 13.38%

State of Connecticut
DIVISION OF CRIMINAL JUSTICE

OFFICE OF
THE CHIEF STATE'S ATTORNEY

RICHARD J. COLANGELO, JR.
CHIEF STATE'S ATTORNEY

300 CORPORATE PLACE
ROCKY HILL, CONNECTICUT 06067
PHONE (860) 258-5800 FAX (860) 258-5858

March 21, 2022

Office of Labor Relations
Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106

Re: Submission Package
Connecticut Association of Prosecutors

To Who It May Concern:

Please accept this submission of documentation, from the Division of Criminal Justice, as requested in your communication dated March 15, 2022. Enclosed are twenty (20) packets which include the following for the Connecticut Association of Prosecutors:

1. Signed Tentative Agreement (TA)
2. Supersedence Appendix
3. Cost Sheets

Should there be any questions related to these submissions, please contact our Labor Relations Administrator, AnneMarie Paone-Mullin at 860-258-3300.

Very truly yours,

JOHN J. RUSSOTTO
DEPUTY CHIEF STATE'S ATTORNEY
for Administration, Personnel & Finance

JJR/jc
Enclosures

TENTATIVE AGREEMENT

For A Successor Collective Bargaining Agreement

- between -

STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE

- and -

CONNECTICUT ASSOCIATION OF PROSECUTORS

Covering the Period of July 1, 2021 through June 30, 2025

For the Division:	For the Association:
Jarad M. Lucan	Robert J. Krzys
Jarad M. Lucan, Esq.	Robert J. Krzys, Esq.
Its Attorney	Its Attorney
Date: 3/18/2022	Date: 3/18/2022
	Charles M. Stango, Esq.
	President
	Date: 3/18/2022

COLLECTIVE BARGAINING AGREEMENT

- between -

STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE

-and -

CONNECTICUT ASSOCIATION OF PROSECUTORS

JULY 1, ~~2016~~2021 - JUNE 30, ~~2021~~2025

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ARTICLE 1
PREAMBLE

This Agreement is made by the Connecticut Division of Criminal Justice, hereinafter called the "Division" or the "Employer", and the Connecticut Association of Prosecutors, hereinafter called the "Association."

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 morale, efficiency and productivity;

Now, therefore, the parties mutually agree as follows:

ARTICLE 2
RECOGNITION

The Division of Criminal Justice of the State of Connecticut herein recognizes the Association as exclusive representative of the full-time employees in permanent positions in the job titles of Deputy Assistant State's Attorney, Assistant State's Attorney, Senior Assistant State's Attorney and Supervisory Assistant State's Attorney.

Accordingly, this Agreement shall pertain only to those employees whose job titles are set forth above except that any employee who is additionally designated director of labor relations or executive assistant to the Chief State's Attorney shall not be included nor shall employees who are paid on the temporary payroll be included. Persons otherwise eligible serving a working test period are included.

ARTICLE 3
NO STRIKES - NO LOCKOUTS

Section 1. a. The Association shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sick-out, or any interference with the mission of the Employer. This Article shall be deemed to prohibit the concerted refusal of overtime work.

b. Similarly, employees shall not engage in, induce, support or encourage such activities.

Section 2. The Association shall exert its best efforts to prevent or terminate any violation of Section 1 of this Article.

Section 3. The Employer agrees that during the life of this Agreement there shall be no lockout.

Section 4. a. Employees who engage in an activity specified in Section 1 may, at the exclusive option of the Employer, be discharged or disciplined.

b. In taking action under paragraph (a) above, the Employer may also consider whether the employee induced, supported, or encouraged other employees to engage in the activities specified in Section 1.

ARTICLE 4
ENTIRE AGREEMENT

Section 1. This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

Section 2. 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 areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Division of Criminal Justice and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

a) any subjects or matters referred to or covered in this Agreement, or

b) any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

The parties recognize the central role of the Connecticut Division of Criminal Justice as an agency within the Executive Department with all management rights except appointment of all State's Attorneys, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Division's services, including the general public, demand the prompt and efficient investigation and prosecution of all criminal matters, and insist upon the fullest protection of statutory, civil, and constitutional rights.

Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Division of Criminal Justice acting through the Chief State's Attorney, and such other officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent, to manage and control the Division.

Such rights include, but are not limited to, establishing standards of productivity and performance of its employees, including establishing qualifications for ability to perform work in classes and/or ratings; determining its budget, its mission, and the methods, means and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of, services, positions, or programs, in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees; the layoff of its employees because of the lack of work or other legitimate reasons as stated in Article 14 (Reduction in Force); to determine the hours, days when, and locations where its offices will be in operation; to enforce existing rules and regulations as it deems appropriate; and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

ARTICLE 6
ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

Section 1. ~~During the life of this Agreement~~Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Association ~~which has been~~ designated as the exclusive bargaining agent.

Section 2. ~~Association dues shall be deducted by the Division of Criminal Justice biweekly from the paycheck of each employee who signs and remits to the Division an authorization form. Such deductions shall be discontinued upon written request of an employee thirty (30) days in advance.~~

~~Section 3. An employee who within thirty (30) days after initial employment in~~ the The Division shall deduct Association dues biweekly from the paycheck of each employee who provides the Association authorization to receive such deduction from the State within thirty (30) days of the Association providing written certification of said authorization to the State. The Association shall also provide to the Division's Labor Relations Administrator, a digital list of all employees who have authorized dues deduction in a format dictated by the Division. Biweekly, the Association shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Association certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Association shall notify the Division's Labor Relations Administrator, in writing, of any revocations of said authorizations and the effective date of the same.

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Section 3. The parties recognize that the authorization of the Association to receive payroll deductions is an agreement solely between the Association and its members which the member may revoke consistent with the Association's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Association will provide the Division with an updated version within ten (10) business days, and the Division will update later-printed versions of this CBA accordingly.

"Dues Deduction/Checkoff Authorization: I recognize the need for a strong union and join with all the other members to support our union in seeking the best possible pay and benefits and working conditions for State of Connecticut Prosecutors. I hereby request and authorize my employer, the Division of Criminal Justice, State of Connecticut, to continue to deduct from my earnings and pay over to the Connecticut Association of Prosecutors the regular bi-weekly dues uniformly applicable to members of the Connecticut Association of Prosecutors. This authorization shall remain in effect unless I revoke it by sending a written notice via U.S. Mail to the Connecticut Association of Prosecutors not less than thirty (30) days and not more than forty-five (45) days before the one year anniversary date of the submission of this authorization to the Connecticut Association of Prosecutors or the termination of the current contract between my employer and the Connecticut Association of Prosecutors, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless I revoke it in writing as outlined herein."

Should a bargaining unit ~~covered by this Agreement fails to become a member of~~member approach the Division or its agents seeking to terminate or modify his or her contractual relationship with the Association~~which is the exclusive~~, that bargaining~~agent for his/her~~ unit ~~or an employee whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay an agency service fee under~~member will be directed to communicate such intent directly with to the Association. In such case, the Division may notify the employee of its obligation to comply with this Article, including Section 2 above. If the Division is informed of a dispute between a bargaining unit member and the Association concerning the obligation to withhold union dues, it may invoke Section 4.

Section 4. ~~The Division of Criminal Justice shall deduct an agency service fee or Association dues biweekly from the paycheck of each employee who is covered by this Agreement, provided, however, no such payment shall be required by employees:~~

~~a) whose membership in the Association is terminated for reasons other than non-payment of Association dues; or~~

~~b) who object to payment of such fee based on the tenets of a religious sect.~~

~~The Association shall promptly notify the Division of Criminal Justice in writing of any termination of Association membership for reasons other than non-payment of the Association dues.~~

Upon request of the Division, the Association shall provide legally sufficient proof of the authorization to continue to collect dues through payroll deduction to the Division for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Division will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, the Division may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of ~~agency service fee shall not exceed the minimum applicable dues payable to~~dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the ~~exclusive~~ bargaining ~~agent. Any changes in~~unit, shall be remitted to the ~~amount of~~ Association ~~dues or agency fees to be deducted shall be effective~~ as soon as practicable~~, but in no event sooner than twenty eight (28) days after receipt of written notice of~~ after the payroll period in which such deductions are made.

Section 6. The existing system of voluntary payroll deduction for the Association's political action fund shall be continued. Authorization for such ~~changes~~deduction by the

~~Office of the Chief State's Attorney~~employee shall be provided in writing by the Association to the Division's Labor Relations Administrator.

Section ~~5~~7. No payroll deduction of dues or agency service ~~fee~~fees shall be made from ~~worker~~workers's compensation or for any payroll period in which earnings received are insufficient to cover the amount of ~~the~~ deduction, nor shall such deductions be retroactive.

Section ~~6.~~8. Payroll deductions of Association dues shall be discontinued for other employee organizations not party to this Agreement.

Section 9. The ~~Division of Criminal Justice~~Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Association dues or agency service fees, provided any such payroll deduction has been approved by the Employer in advance.

Section ~~7~~10. The Association shall indemnify the ~~Division~~State of Connecticut for any liability or damages incurred by the ~~Employer in compliance with this article excluding attorneys' fees~~employer, excluding attorneys' fees, in compliance with this Article.

ARTICLE 7
ASSOCIATION RIGHTS

Section 1. The Association will furnish the Employer with a complete list of Association representatives designated to represent any of the employees covered by this Agreement, specifying the jurisdiction and location of each Association representative or group of Association representatives provided that the jurisdiction of each Association representative shall be limited to such geographical boundaries as are mutually agreed. The Association shall send this list to the Division's Director of ~~Human Resources~~Labor Relations at least annually on or about January 1 of each calendar year, and, in addition, shall notify the Employer whenever there is a change in Association representatives or assignments.

Section 2. Except as otherwise provided, Employer representatives shall deal with Association-designated staff representatives or Association representatives exclusively in the processing of grievances or any other aspects of contract administration.

Section 3. Access to Premises. Association staff representatives shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances, meeting with newly hired employees, or otherwise performing Association business, provided that (1) they give notice of their presence immediately upon arrival to the supervisor in

charge, and (2) they do not interfere with the performance of duties. The Association will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

Section 4. Role of the Association Representatives in Processing Grievances. The Association representatives will obtain permission from their immediate supervisors to leave their work assignments in order to carry out their duties, promptly and expeditiously, in connection with this Agreement. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Before contacting an employee, the Association representative will first report to and obtain permission to see the employee from the employee's supervisor. If the supervisor is not available, the representative will obtain permission from the person left in charge. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Association representatives thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The Association will cooperate in preventing abuse of this section.

Section 5. Bulletin Boards. The Employer shall furnish reasonable bulletin board space, where presently available, in each location which the Association may utilize for its announcements. In any location presently leased by the Employer where there is currently no bulletin board, the Employer agrees that the Association may make arrangements with the lessor to provide and to install, at the Association's expense, a bulletin board in an area and position to be agreed upon by the Employer.

Bulletin board space shall not be used for material that is of a partisan political nature, or is inflammatory or derogatory to the Employer. The Association shall limit its posting of notices and bulletins to such bulletin board space.

Section 6. Access to Information. The Employer agrees to provide the Association, upon request and adequate notice, access to materials and information which are necessary for the Association to fulfill its responsibility to administer this Agreement. The Association shall reimburse the Employer for the expense and time spent for photocopying of information.

The Association shall not have access to information which the Employer reasonably determines is privileged or confidential, unless and until such information constitutes the basis, in whole or in part, for disciplinary action as defined in this Agreement, or constitutes the basis for a decision not to select an employee for a promotion as defined in this Agreement.

In denying the Association access to information, the Employer shall state in reasonable detail the basis of denial.

Section 7. Vacancies. When there is a bargaining unit vacancy with the Division of Criminal Justice, a notice of such vacancy shall be distributed by e-mail to all prosecutors and to the president of the Association. The e-mail distribution shall be at least two (2) weeks prior to the closing date for applications for the vacancy. Upon legislative approval of this Agreement, prosecutors still within their initial hire probationary period are ineligible to apply for any vacancy or voluntarily transfer. A State's Attorney or Deputy Chief State's Attorney may permit a prosecutor within their initial hire probationary period to transfer, but a denial of such a transfer request is not subject to the grievance or arbitration procedure.

Section 8. Annual Meeting. The Division shall grant release time with pay for employees to attend an annual meeting of the Connecticut Association of Prosecutors subject to the following:

a. It is understood that sufficient employees must remain on duty to provide coverage for court appearances and/or to complete required work on the day of the meeting.

b. The Association shall provide to the Division a list of those attending the meeting.

c. An employee who does not attend all or part of the meeting shall be expected to work or to take vacation or personal leave for all or that part of the day on which he does not attend the meeting.

ARTICLE 8
LABOR MANAGEMENT ADVISORY COMMITTEE

Section 1. Upon request of either the Association or the Division, the parties shall schedule a meeting at a mutually agreeable time to discuss any matter of concern relating to working conditions, such as administration of this Agreement, labor-management relations, or efficiency and increased productivity. When making a request for a meeting, the requesting party shall indicate the topics it desires to discuss. Normally, each party shall not have more than three (3) representatives at such meeting. These meetings shall not be bargaining sessions.

Section 2. Meetings held in accordance with this Article shall be held during normal business hours without loss of pay or benefits provided that no compensatory

time or overtime shall be granted for hours outside the employees' normal work schedule.

Section 3. The Division and the Association agree to meet and discuss, within the Labor-Management Advisory Committee, efficiencies and savings which may be achieved by the Division. Either party may bring to the Committee suggestions to be explored. These discussions shall not be considered "negotiations."

Section 4. The parties shall meet within the Labor-Management Advisory Committee to explore whether there is an acceptable pilot program concerning compensatory time and Article 17, Hours of Work. Any mutually agreeable pilot program shall be subject to ratification by the ~~Union~~Association membership. Either the Division or the Association shall have the unilateral right to cancel the pilot after the mutually agreed trial period. In the event that the pilot program is terminated, the parties will return to the current contract language of Article 17, Hours of Work.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Definition. 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 2. Format. Grievances shall be filed on the form attached to this Agreement as Appendix E. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Section 3. Grievant. An Association representative, with or without the aggrieved employee, may submit a grievance, and the Association may in appropriate cases submit an "institutional" or "general" grievance in its own behalf. When the individual employee(s) or group of employees elect(s) to submit a grievance without Association representation, the Association's representative 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 representative present, the representative shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The representative shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section 4. 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 5. Time Limit. A grievance shall be deemed waived unless submitted at Step I 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 Association representative knew or through reasonable diligence should have known of the cause of the grievance.

Section 6. Grievance Procedure.

Step I. State's Attorney or Deputy Chief State's Attorney. A grievance may be submitted within the thirty (30) day period specified in Section 5 to the employee's State's Attorney or Deputy Chief State's Attorney, as appropriate. Such supervisor shall meet with the Association 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.

A grievance over serious discipline shall not be submitted at Step I. Such grievance shall be filed at Step II within ten (10) days of the date of the imposition of serious discipline.

Step II. Chief State's Attorney or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Chief State's Attorney 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 Chief State's Attorney or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Chief State's Attorney within fourteen (14) days of the date of the Step I response, or within ten (10) days of the imposition of serious discipline. If a grievance over serious discipline is filed at Step II, the Chief State's Attorney or his/her designated representative shall hold a conference within twenty (20) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. For any other grievance which is not resolved at Step I and is appealed to Step II, the Chief State's Attorney or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step III. Arbitration. Within fourteen (14) working days after the State's answer is due at Step II or if no conference is held within forty-five (45) days, within fourteen (14) working days after the expiration of the forty-five (45) day period an unresolved grievance may be submitted to arbitration by the Association or by the State, but not by an individual employee(s).

Section 7. Extension of Time Limits. For the purpose of the time limits hereunder, "days" means calendar days unless otherwise specified. The parties by mutual agreement may extend time limits. The Employer may waive Step I by notifying the Association. Step II can be waived by mutual agreement.

Section 8. Failure to Answer. In the event that the Division fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the Division's answer had been timely filed on that last day.

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

Section 9. Arbitration.

a. Submission to arbitration shall be by letter, postage prepaid, addressed to the Chief State's Attorney. Upon receipt of a submission to arbitration, the Chief State's Attorney or his/her designee and the Association shall confer regarding the selection of a mutually acceptable arbitrator. In the event that no agreement is reached within ten (10) calendar days, within seven (7) calendar days, the parties will appoint one of the following ~~two~~three arbitrators, in rotation:

Jeffrey Selchik, Esq.

Leslie Williamson, Esq.

Mike Ricci

If ~~neither~~none of the above arbitrators is available to hear the case within sixty (60) days of appointment, the Association shall file with the American Arbitration Association (AAA) and an arbitrator will be appointed through the AAA process.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the Division of Criminal Justice and the Association.

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. Cases involving discharges, transfers, layoffs or actions in which delay might render any remedy moot shall be given preferential scheduling.

b. The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance. The parties may 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 stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

d. The arbitrator 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 a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing within sixty (60) calendar days after the conclusion of the hearing unless the Division and the Association jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties and upon the employee 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 a decision by a court of competent jurisdiction to construe any such award as contravening the public interests.

e. Expedited Arbitration. The Division and the Association may submit a matter to expedited arbitration by mutual agreement. The Division and the Association shall mutually agree on the procedures and timelines for the expedited arbitration.

Section 10. Notwithstanding any other provision of this Agreement, the following matters shall not be subject to either the grievance procedure or arbitration:

a) dismissal of non-permanent employees;

b) the decision to make a layoff and non-disciplinary termination of employees.

ARTICLE 10
PROBATIONARY PERIOD

Section 1. a. The probationary period shall be deemed an extension of the hiring process. Accordingly, permanent status in a duly authorized full-time position will be attained by the employee after the conclusion of a satisfactory probationary period of one year of continuous employment in a bargaining unit position unless, prior to the conclusion of such period, the Chief State's Attorney informs the employee, in writing, that his/her service will be terminated as of a specific date not later than the termination date of the applicable probationary period.

b. The employee shall be rated on the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory skill.

c. The probationary period may be extended up to ninety (90) days beyond the probationary period of one year.

Section 2. The attainment of permanent status by an employee shall not be construed to prohibit or restrict the discharge or suspension of the employee.

Section 3. Employees promoted to the position of Supervisory Assistant State's Attorney ~~or Supervisory Juvenile Prosecutor~~ shall serve a nine (9) month probationary period in that assignment. Upon written notification of unsatisfactory performance, the employee shall be removed from his/her supervisory responsibilities and reassigned. The decision to remove the supervisory assignment and the employee's reassignment during the probationary period shall be neither grievable nor arbitrable.

ARTICLE 11
SERVICE RATINGS

Section 1. The annual service ratings shall be completed approximately two (2) months and not less than one (1) month prior to the employee's annual increase date. The employee shall be rated on a form and through a process developed by the parties, ~~which shall include at a minimum, the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, judgment, ability to deal with people, and, if applicable, supervisory skill and performance of supervisory duties. The definitions, eventual criteria, guidance as to how to apply said criteria, description and total number of overall ratings will be developed by the Division and the Union pursuant to.~~ The evaluation form, as may be revised from time to time by the Labor ~~-~~Management Committee ~~discussions on or before January, 2018. Any remaining issues regarding service ratings will be submitted to expedited arbitration.~~, is located on the Division's Intranet.

A service rating will be conducted by a management designee within the Division of Criminal Justice, who is familiar with the employee's work. When an employee is rated "unsatisfactory" or in need of improvement, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of overall "unsatisfactory" 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 and prior to its submission to the Chief State's Attorney.

An employee receiving an overall "unsatisfactory" evaluation, defined as an evaluation containing a "well below" rating, shall not receive an annual increment or, if at the maximum for the salary schedule, a lump sum payment.

A Supervisory Assistant State's Attorney whose service rating includes areas related to his performance of supervisory duties which are unsatisfactory or in need of improvement shall be required to develop a performance improvement plan which shall be subject to approval of his or her superior.

Section 2. a. Disputes concerning compliance with this Article may be subject to the grievance, but not the arbitration procedure. Disputes concerning procedural requirements of this Article shall be promptly aired by the employee so that timely correction can be sought. Where appropriate, reasonable efforts shall be made to correct or mitigate alleged procedural defects.

b. Notwithstanding paragraph a. of this section, disputes concerning the grounds for an "unsatisfactory" rating, and thus the denial of an increment, may be subject to arbitration, but the increment may only be restored if the evaluator's decision, in light of all the credible evidence, is clearly shown to be arbitrary

and capricious. The arbitrator shall not substitute his judgment for the judgment of the evaluator in applying and weighing evaluation standards.

ARTICLE 12
PERSONNEL FILES

Section 1. Definitions. An employee's "personnel file" is defined as the personnel file maintained by the Division of Criminal Justice.

Section 2. An employee, on his/her request, or an Association representative, upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential or privileged. Any privileged or confidential information shall not be revealed to any party outside the Division without the written consent of the employee.

The Division of Criminal Justice reserves the right to require its designee to be present while such file is being inspected or copied. The Association may have access to any employee records upon presentation of written authorization by the appropriate employee.

In the interest of protecting the safety of prosecutors, the Division shall not disclose to any person other than the Division or a State agency with a business need for the information:

a) the home address or telephone number of a prosecutor;

b) information concerning the prosecutor's activities or organizational affiliations that could lead to discovery of his/her home address or telephone number.

Section 3. No new material derogatory to an employee shall be placed in his/her personnel file until he/she receives a copy of such material within three (3) business days.

Within sixty (60) days following receipt of a copy of the material, an employee may file a written rebuttal to such material. Such material not subsequently incorporated into a service rating shall, upon request of the employee, be moved to an adjacent file and labelled as "expunged" after fifteen (15) months. Expunged material shall not be utilized for any adverse employment action or for any other purpose.

An employee may file a grievance objecting to any derogatory material placed in his/her file, provided, however, no such grievance shall be arbitrable, unless and until it is used as grounds, in whole or in part, for disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement.

In any arbitration proceeding alleging that derogatory material constituted the basis of a decision not to select an employee for a promotion, the remedy, if such material was without just cause, shall be limited to: (1) the removal of such material from the employee's personnel record and (2) in recognition of the limited number of promotional vacancies for unit employees, an order to re-do the promotion from among the original applicants without consideration of such material. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

Section 4. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records on an employee's performance or conduct for the purpose of preparing service ratings and other appropriate purposes.

Such notes or records shall ordinarily be merged into a service rating or personnel record within fifteen (15) months of the date such notes or records were prepared.

Such notes or records shall be made available to the employee if and when they are used as grounds, in whole or in part, for disciplinary action or when they constitute the basis of a decision not to select an employee for a promotion as defined in this Agreement.

ARTICLE 13
DISCIPLINE

Section 1. Types of Discipline.

a. Serious discipline includes discharge, demotion, or suspension without pay of an employee who has attained permanent status.

b. Divisional discipline shall be defined as follows:

1) denial of annual increment due to misconduct;

2) suspension without pay, not to exceed ten days;

3) forfeiture of accrued vacation, not to exceed ten days; or

4) written reprimand.

c. Preventive discipline shall be defined as suspension with pay up to three (3) days.

d. No one shall have the authority to transfer an employee due to misconduct.

Section 2. Authority to Discipline.

a. Serious Discipline. (i) Discharge may be imposed by the Chief State's Attorney or his designee. (ii) Demotion or suspension may be imposed by the Chief State's Attorney or his designee, in his office, or the appropriate State's Attorney in his office.

b. Divisional Discipline. Divisional discipline may be imposed by the Chief State's Attorney or his designee or the appropriate State's Attorney in his office.

c. Preventive Discipline. Preventive discipline in appropriate circumstances may be imposed by supervisors or officials outside the bargaining unit.

Section 3. Procedures for Serious Discipline.

a. Procedures for Serious Discipline. The Chief State's Attorney or his designee shall inform the employee and the President of the Association in writing that discharge is under consideration. In the case of a demotion or suspension without pay, the Chief State's Attorney or his designee or the appropriate State's Attorney shall inform the employee and the President of the Association, in writing, that demotion or suspension without pay is under consideration. Said notices shall include the reason such action is being considered. The Chief State's Attorney or his designee, or the State's Attorney or designee, shall schedule a *Loudermill* hearing to provide the employee with the opportunity to respond to the charges and the proposed disciplinary action. Thereafter, the decision maker shall inform the employee and the President of the Association of the discipline to be imposed. Supporting facts shall be set forth in reasonable detail.

b. Within ten (10) days of the imposition of serious discipline, an employee may file a Step II grievance.

c. The imposition of serious discipline shall be for just cause. Within fourteen (14) days after the response at Step II is received, or, if no response is forthcoming, after the expiration of the time limit set forth in Article 9 (Grievance

Procedure), Section 6, the Association may invoke arbitration in accordance with Article 9, Section 9 of this Agreement.

Section 4. Procedures for Divisional Discipline.

a. The Chief State's Attorney may consider, independent of the service rating, misconduct as grounds for denying an annual increment. In the event that an increment is denied as discipline for misconduct, the loss of the increment shall, contingent upon satisfactory performance in the period pertinent to the next service rating, be limited to one year; thus the employee would be restored after a year to the step he/she would have been on but for the original denial of the increment. However, such employees will not recoup the loss sustained during the year for which the increment was denied.

Denial of an increment due to misconduct shall be for just cause and shall be arbitrable.

b. Any settlement of a disciplinary matter at or after a ***Loudermill*** meeting shall be ~~to~~put into writing at the time it is agreed to.

c. Written reprimands shall be grievable, but shall not be arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement.

In any arbitration proceeding alleging that a reprimand constituted the basis of a decision not to select an employee for a promotion, the remedy, if such reprimand was without just cause, shall be limited to:

1) the removal of the reprimand from the employee's personnel record, and

2) an order to re-do the promotion from among the original applicants without consideration of such reprimand, in recognition of the limited number of promotional vacancies for unit employees. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

Section 5. Suspension With Pay. Suspensions with pay shall not be grievable or arbitrable. If, as a result of an investigation of allegations of facts leading to a suspension with pay, no action is taken, the record of the suspension shall be removed from the employee's personnel file. During the period of a suspension with pay, an employee may be reassigned to a different work location and/or to special research or other special projects.

Section 6. Notwithstanding the above provisions of this Article, the Employer may impose any type of disciplinary action on employees who have not attained permanent status; such action shall not be grievable or arbitrable.

Section 7. Disciplinary Interviews.

a. An Association representative may attend a disciplinary interview as a witness for, and consultant to, an employee when all of the following circumstances apply:

1. The employee is being interviewed as part of an investigation of misconduct by a supervisor, official, or other representative of the Division. The employee will be informed that the interview is part of an investigation of misconduct.

2. Such discipline is considered likely at the time of the interview, but no final decision has been reached.

3. The employee requests the presence of an Association representative.

4. An Association representative is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.

5. No emergency work situation involving the employee or the Association representative exists.

6. The Association representative does not interrupt or otherwise impede the interview.

7. Only one Association representative may attend an interview or series of interviews.

b. The rights conferred in this Section constitute the full extent to which the parties intend the Weingarten case to be applied.

c. Ordinarily, violations of paragraph "a" shall not be grounds for altering disciplinary action. However, the Arbitrator reviewing such action may order other relief appropriate to the nature and circumstances of the case.

ARTICLE 14
REDUCTION IN FORCE

Section 1. Definition. A layoff is defined as the involuntary non-disciplinary separation of an employee due to a reduction in the work force. A layoff shall not be deemed to include a non-reappointment of a person appointed for a statutory term of office.

Section 2. Reason for Layoff. Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in division organization, or abolition of position.

Section 3. Procedures for Reduction in Force.

a. Any necessary cutback in the number of employees shall be accomplished as far as practicable by normal attrition.

b. ~~Scope of Layoff.~~ Layoffs within the bargaining unit shall be instituted on a bargaining unit wide basis.

c. Per Diem employees employed by the Division must be laid off before the layoff of any bargaining unit member.

d. Seniority as used in this Article is defined as aggregate service as a full-time employee in the Division of Criminal Justice. Employment as a paid per diem or intern with the Division shall be included for full-time service in either capacity for those hired prior to March 1, 1992. For those hired on or after March 1, 1992, seniority shall be defined as aggregate service as a permanent, full-time prosecutor in the Division of Criminal Justice. ~~For Prosecutors who were employed as Juvenile Prosecutors on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division, and who remained in that capacity on and after July 1, 2009, seniority shall also include their full-time service as Judicial Advocates.~~

The parties agree to develop a mutually agreed upon ~~lists~~list of:

~~(i)~~ ~~Prosecutors~~ prosecutors hired prior to March 1, 1992 who are "grandfathered" under this provision; ~~and~~

~~(ii) Prosecutors employed as Juvenile Prosecutors on July 1, 1996 and who remained employed on and after July 1, 2009, and the length of their service as Judicial Advocates which is included in seniority under this provision.~~

The ~~lists~~list shall be included in an Appendix to this Agreement.

e. All employees of the Division who were tied in seniority under this Article, have participated in a lottery to break the tie and establish a ranking for purposes of the seniority list. In the future, if two or more employees are tied in seniority, a representative of the Association and a representative of the Division shall conduct a lottery among said employees. The first name drawn in the lottery shall be designated the least in seniority, with those subsequently drawn being placed in ascending order on the seniority list. The use of this method for breaking seniority ties shall not be subject to Article 9 (Grievance Procedure).

Section 4. Impact of Contracting Out.

a. No full-time permanent employee will be laid off as a direct consequence of the exercise by the Employer of its right to contract out.

b. The Employer will be deemed in compliance with this Section if (1) the employee is offered a transfer to the same or similar position which 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 upon the employee's qualifications and skills. There shall be no reduction in pay during the training period.

Section 5. Notice of Layoffs. The Employer shall give employees not less than four (4) weeks' notice of layoffs.

Section 6. Reemployment.

a. A laid-off employee shall be placed on a reemployment list in order of seniority as defined in Section 3-d above. The employee shall remain on the reemployment list for a period of two (2) years, during which time the employee shall have reemployment rights in order of seniority to any new or vacant position which the Employer decides to fill.

b. An employee appointed from the reemployment list to a position in his former salary group will be placed at the same step in such a group as he held when he last worked in the bargaining unit.

ARTICLE 15
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.

If an employee is required to perform some duty or task under an unsafe condition which in fact presents a clear, present, and substantial danger of physical harm, the employee may refuse to perform the duty or task pending the immediate and expedited communication of the unsafe condition through the chain of command (Supervisor, State's Attorney, Chief State's Attorney).

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with Conn-OSHA or otherwise with the Labor Management Advisory Committee, but shall not be subject to the grievance procedure.

ARTICLE 16
COMPENSATION

Section 1. Base Salary.

a. Salaries for the duration of this Agreement are set forth in Appendix C, which reflects certain agreed-upon modifications to the salary structure.

b. ~~For the first three years of this Agreement (July 1, 2016 through June 30, 2019), there shall be no increases in the salary schedules of Appendix C. The salary schedule in effect for 2015-2016 shall remain in effect for these years.~~

c. ~~Effective the pay period that includes July 1, 2019, there shall be three~~Effective and retroactive to July 1, 2021, there shall be a two and one-half percent (~~3.5~~2.5%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.

c. Effective and retroactive to March 31, 2022, employees shall receive a lump sum pensionable bonus payment of two thousand five hundred dollars $2,500. Effective approximately July 14, 2022, employees shall receive a lump sum pensionable bonus of one thousand dollars $1000.

d. Effective ~~the pay period that includes~~ July 1, ~~2020~~2022, there shall be ~~three~~ two and one-half percent (~~3.5~~2.5%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.

e. Effective July 1, 2023, there shall be a two and one-half percent (2.5%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.

f. Effective July 1, 2023, the parties agree to implement a 16-step pay plan for the Deputy Assistant State's Attorney, Assistant State's Attorney, and Senior Assistant State's Attorney classifications, and to implement a 13-step pay plan for the Supervisory Assistant State's Attorney classification. These plans are reflected in Appendix C. A summary of the transition to the new pay plans will be set forth in a separate Agreement of Implementation between the parties.

Section 2. Annual Increments and Payments In Lieu of Annual Increments.

a. ~~a. During the first three years of this Agreement (2016-2019), there shall be no annual increments or payments in lieu of annual increments. During the 2018-2019~~2021-2022 contract year, ~~each~~an employee who is eligible for an annual increment in accordance with existing practice shall ~~instead~~ receive ~~the~~such increment. During the 2021-2022 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum ~~pensionable bonus~~ payment of two ~~thousand dollars ($2,000) or a top step lump sum plus one thousand dollars ($1,000), whichever is greater. The lump sum pensionable bonus payment shall be paid in July, 2018. The top step lump sum shall be paid~~and one-half percent (2 ½%) of their salary payable on the date the employee's ~~normal~~annual increment ~~date. The one time payment amount shall be pro rated for part time unit employees.~~ would have been paid.

~~Promotions from Deputy Assistant State's Attorney to Assistant State's Attorney shall take place in those years, as provided in Article 16, Section 4, on the dates when annual increments would have been granted but for the SEBAC agreement. For those promotions from Deputy Assistant State's Attorney to Assistant State's Attorney that were delayed during Fiscal Year 2016-2017 and 2017-2018 due to ongoing contract negotiations, such promotions will be made on or before December 31, 2017 and will be retroactive to the date on which they were first eligible for promotion.~~

b. During the ~~2019-2020~~2022-2023 contract year, an employee who is eligible for an annual increment in accordance with existing practice shall

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receive such increment. During the ~~2019-2020~~2022-2023 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of two and one-half percent (2 ½%) of their salary payable on the date the employee's annual increment would have been paid.

c. During the ~~2020-2021~~2023-2024 contract year, an employee who is eligible for an annual increment in accordance with existing practice shall receive such increment. During the ~~2020-2021~~2023-2024 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of two and one-half percent (2 ½%) of their salary payable on the date the employee's annual increment would have been paid.

~~d. Certain prosecutors who were previously Juvenile Prosecutors who were on the payroll on July 1, 2016 and who continue to be on the payroll on the date of legislative approval of this contract, and who will not be at the top step of any Pay Plan after the increment dates in the 2020-2021 contract year shall have their Step Placement on the applicable salary schedule adjusted to reflect comparability with the progression through salary schedules of prosecutors who never were employed as Juvenile Prosecutors. Such adjustment shall occur on a prospective basis after the last annual increment date in the 2020-2021 contract year.~~

Section 3. Longevity.

a. 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 has ~~military~~wartime service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.

b. For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:

(1) The schedule for longevity payments shall be as set forth in Appendix D.

(2) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.

(3) Longevity payments shall continue to be paid semi-annually in October and April of each contract year ~~except that the April, 2018 longevity payment will be delayed until July, 2018~~.

Section 4. Salary Structure. The provisions of this Section apply to the career progression of Assistant State's Attorneys and Deputy Assistant State's Attorneys.

a. Structure and Promotion.

(1) *Effective until June 30, 2023* - Deputy Assistant State's Attorney. The classification of Deputy Assistant State's Attorney shall be allocated to the first four steps on the salary schedule. Each Deputy Assistant State's Attorney shall receive a salary established by the Employer which shall be at one of the first four steps of the salary schedule. The Chief State's Attorney shall determine the step on which a newly hired employee is placed. Effective the annual increment date which follows completion of at least two (2) and not more than four (4) years of satisfactory service as a Deputy Assistant State's Attorney, the employee shall be promoted to the classification of Assistant State's Attorney by the Criminal Justice Commission or an authorized committee thereof, upon recommendation of the Chief State's Attorney. In lieu of the annual increment, his/her salary shall be fixed by the Employer at Step 5 of the salary schedule. The conditions precedent to promotion to the classification of Assistant State's Attorney and allocation to Step 5 shall be: (i) satisfaction of the requirements for the receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

Promotion from Deputy Assistant State's Attorney to Assistant State's Attorney shall occur only in accordance with and on dates negotiated for annual increments. No employee shall receive more than one annual increment in any one contract year, even if the employee is promoted from Deputy Assistant State's Attorney to Assistant State's Attorney.

Effective July 1, 2023 – Deputy Assistant State's Attorney. The classification of Deputy Assistant State's Attorney shall be allocated to the first two steps on the salary schedule. Each Deputy Assistant State's Attorney shall receive a salary established by the Employer which shall be at one of the first two steps of the salary schedule. The Chief State's Attorney shall determine the step on which a newly hired employee is placed. Effective the annual increment date which follows completion of at least two (2) and not more than three (3) consecutive years of satisfactory service as a full-time Deputy Assistant State's Attorney, the employee shall be promoted to the classification of Assistant State's Attorney by the Criminal Justice Commission or an authorized committee thereof, upon recommendation of the Chief State's Attorney. In lieu of the annual increment, his/her salary shall be

fixed by the Employer at Step 3 of the salary schedule. The conditions precedent to promotion to the classification of Assistant State's Attorney and allocation to Step 3 shall be: (i) satisfaction of the requirements for the receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

Promotion from Deputy Assistant State's Attorney to Assistant State's Attorney shall occur only in accordance with and on dates negotiated for annual increments. No employee shall receive more than one annual increment in any one contract year, even if the employee is promoted from Deputy Assistant State's Attorney to Assistant State's Attorney.

(2) *Effective until June 30, 2023* - Assistant State's Attorney. The classification of Assistant State's Attorney shall be allocated to Steps 5 through 20 on the salary schedule. The conditions precedent to step advancement on the salary schedule shall be: (i) satisfaction of the requirements for receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

Effective July 1, 2023 - Assistant State's Attorney. The classification of Assistant State's Attorney shall be allocated to Steps 3 through 16 on the salary schedule. The conditions precedent to step advancement on the salary schedule shall be: (i) satisfaction of the requirements for receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

(3) *Effective until June 30, 2023* - Senior Assistant State's Attorney. An Assistant State's Attorney who has attained Step 10 on the salary schedule and who has completed at least eight (8) years of satisfactory service as an Assistant State's Attorney shall be designated, in recognition of that achievement, a Senior Assistant State's Attorney and the Employer shall cause a certificate to be given to each Senior Assistant State's Attorney reflecting that accomplishment.

Effective July 1, 2023 - Senior Assistant State's Attorney. An Assistant State's Attorney who has attained Step 9 on the salary schedule and who has completed at least eight (8) years of satisfactory service as an Assistant State's Attorney shall be designated, in recognition of that achievement, a Senior Assistant State's Attorney and the Employer shall cause a certificate to be given to each Senior Assistant State's Attorney reflecting that accomplishment.

(4) Supervisory Assistant State's Attorney. An Assistant State's Attorney or a Senior Assistant State's Attorney may be promoted by the Chief State's Attorney or an appropriate State's Attorney to supervise the operational and administrative functions and activities of a prosecutorial work unit. Prosecutorial work units shall be designated for supervisory purposes by the Chief State's Attorney ~~and~~ shall include: (1) All Geographical Areas, (2)

specialized units as designated by the Chief State's Attorney and (3) Judicial Districts as designated by the Chief State's Attorney.

The classification of Supervisory Assistant State's Attorney shall be allocated to a separate salary schedule, attached hereto as Appendix C. The conditions precedent to promotion to the classification of Supervisory Assistant State's Attorney, shall be: (i) satisfaction of the requirements for the receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

Upon promotion to Supervisory Assistant State's Attorney, the employee shall be placed on that step of the Supervisory Assistant State's Attorney salary schedule which gives the employee an increase at least equal to the average annual increment on said salary schedule. (The average annual increment is that amount set forth in Appendix D, Longevity, for those receiving the full longevity payment amount.)

b. Progression. Subject to the provisions of Article 11 (Service Ratings), employees shall progress from step to step within a salary schedule. This section shall be deemed to preclude annual increments in addition to those provided in this Article. Advancement from step to step within a salary schedule shall occur only in accordance with and on dates negotiated for annual increments in this Agreement. No employee shall receive more than one annual increment in any one contract year.

c. Notwithstanding others provisions of this Section, an employee who leaves the Division and is subsequently reappointed by the Criminal Justice Commission ~~or as a Juvenile Prosecutor~~ may be placed on the salary schedule at any step up to that which provides a salary approximately equal to the salary he/she was earning during the previous employment. However, a new probationary period shall be required.

~~d. The parties agree to meet and discuss whether there shall be any restructuring of the two pay plans in this Agreement to be effective July 1, 2019. Any agreement to restructure the pay plans shall be within the guidelines and cost of years 4 and 5 of the current contract. Absent mutual agreement and ratification of a restructuring plan the existing provisions of the contract shall continue to be in effect.~~

Section 5. Travel Reimbursements.

a. An employee who is required to travel on official state business shall be reimbursed in accordance with and subject to the conditions outlined in the Division's travel policy.

b. An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position, shall be reimbursed in accordance with the Division's travel policy. Advance approval must be obtained from the Office of the Chief State's Attorney.

c. During the life of this Agreement, an employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel policy. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

d. It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Association as well as non-bargaining unit employees.

ARTICLE 17
HOURS OF WORK

Section 1. Regular Workweek. Employees work a regular work week, provided that hours of duty are based upon position responsibility. Employees shall work as needed or required.

Section 2. Scheduling of Hours.

a. Full-time employees shall work such hours as are required to fulfill the professional responsibilities of their positions. Office hours shall be as designated by the Chief State's Attorney.

b. Scheduling of hours of individual employees or certain groups of employees outside the normal schedule may be established or varied by agreement of the employees with the State's Attorney subject to the review and approval of the Chief State's Attorney.

c. The Chief State's Attorney reserves the right for operating purposes to establish 2nd and 3rd shifts. In the event that new hours of work are contemplated, the parties shall negotiate the effects of such schedule. Notice of such changes, if any, instituted by the Division of Criminal Justice shall be sent directly to the President of the Association.

d. For special programs, an employee's work schedule may be adjusted by mutual agreement of the employee and the Employer.

Section 3. Meal Periods. Meal periods normally shall be one hour in duration. Meal periods shall normally be scheduled from 1:00 p.m. to 2:00 p.m., subject to the operating needs of the work unit as determined by supervisors in charge or the requirements of courtroom attendance by a sitting judge. Meal periods shall, except in unusual circumstances, be considered duty free. Meal periods shall not be counted as work time. The voluntary omission of a meal period, in whole or in part, shall not modify the starting or leaving time schedule.

Section 4. Rest Periods. Employees shall be entitled to two (2) fifteen minute rest periods during the work day, one in each half shift (to be scheduled by the supervisor), except that operational needs may preclude such periods for courtroom personnel. A rest period commences when the employee ceases work at the duty station and ends when the employee resumes work at the duty station. The voluntary omission of a rest period in whole or in part, shall not modify the starting or leaving schedule.

ARTICLE 18
VACATION-PERSONAL-MILITARY LEAVE

Section 1. Eligibility for Vacation Leave. Each full-time, permanent employee in the bargaining unit who is included in the regular biweekly payroll and whose salary is allocated to a particular group and step, is eligible to accrue vacation time with pay.

Section 2. Accrual of Vacation Time.

a. ~~Effective on and after July 1, 2007, eligible~~Eligible full-time employees shall accrue vacation at the following rates:

(1) prior to completion of ten (10) years of service, at the rate of ten (10) working hours for each completed month of continuous full-time service as Prosecutor;

(2) on and after completion of ten (10) years of continuous service, at the rate of thirteen and one-third (13.33) working hours for each completed month of continuous full-time service as a Prosecutor.

~~b. For Prosecutors employed as Juvenile Prosecutors on July 1, 1996 when juvenile justice functions were transferred from the Judicial Department to the Division, "continuous service" shall include years of service as a full-time Judicial Advocate for the Judicial Department.~~

e. Vacation leave starts to accrue with the first working day of the first full calendar month after date of commencement of employment and is credited to the eligible employee on the completion of the calendar month.

dc. No leave shall accrue for any calendar month in which an employee is on leave of absence without pay for more than an aggregate of three (3) working days.

ed. For employees hired prior to April 25, 1998, unused vacation hours may accumulate to a maximum of the hourly equivalent of one hundred twenty (120) days. For employees hired on or after April 25, 1998, unused vacation hours may accumulate to a maximum of the hourly equivalent of seventy-five (75) days. After an employee has attained this maximum accrual, vacation hours shall begin to re-accrue in the month when some of such leave is taken.

Section 3. Taking Vacation Time.

a. An employee shall be allowed, subject to the approval of his supervisor, to choose the time of his vacation. In the event of conflicting schedules of leave, length of service in the Division of Criminal Justice shall prevail, provided the more senior employee has chosen the time of his vacation within sixty (60) days of the commencement date of the vacation. Seniority for purposes of this paragraph shall be defined as aggregate service as a full-time employee in the Connecticut Division of Criminal Justice. For Prosecutors employed as Juvenile Prosecutors on July 1, 1996 when juvenile justice functions were transferred from the Judicial Department to the Division, and who remained employed in that capacity on and after July 1, 2009, this shall include years of service as a full-time Juvenile Prosecutor for the Division and Judicial Advocate for the Judicial Department.

b. In no event shall an employee take more than the hourly equivalent of twenty-five working days accrued vacation time in any one calendar year without first having obtained the approval of the Office of the Chief State's Attorney.

Section 4. Payment for Accrued Vacation Time on Termination of Employment.

a. On termination of employment each eligible employee shall be granted lump sum payment for vacation leave accrued and unused up to and including the last full calendar month of work. The amount paid shall be equal to the employee's hourly rate, which shall be based upon the employee's salary at the time of his termination or retirement.

b. In the event an employee, other than one whose compensation is fixed by statute, dies, a lump sum payment shall be made for all vacation leave accrued to him/her and unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Division until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the employee under the state employees retirement system or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

c. An employee who voluntarily terminates his/her employment shall normally give two (2) weeks' notice of termination. No vacation time will be granted during this period. Failure of an employee to provide such notice may result in his/her resignation recorded as "not in good standing."

Section 5. Transfer of Vacation Accrual. The number of vacation hours accrued by a State employee up to the date he/she transfers into the Division of Criminal

Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records. ~~Prosecutors employed as Juvenile Prosecutors on July 1, 1996, when juvenile justice functions were transferred from the Judicial Department to the Division, and who remained employed in that capacity on and after July 1, 2009, shall retain credit for the accrued vacation leave transferred at that time.~~

Section 6. Personal Leave Days.

a. In addition to normal vacation accrual as set forth in this agreement, there shall be granted to each full-time, permanent employee of the Division three (3) days of personal leave of absence with pay in each calendar year. Accrual and use of personal leave time shall be measured in "hours" and based on an eight-hour day.

b. Personal leave of absence shall be taken 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 may be taken only when requested in advance by the employee and approved by his/her supervisor. Personal leave days which are not taken in a calendar year shall not be accumulated but shall lapse.

c. Full-time permanent employees may not take personal leave days until after the conclusion of six (6) months continuous service as full-time employees of the State of Connecticut, during which period they have not been on a leave of absence without pay for more than ten (10) working days.

Section 7. Records. All vacation leave and personal leave shall be recorded in the State's electronic attendance records which reflect for each eligible employee the current amount of vacation leave accrued, the amount and dates when such leave was taken, the current balance of such leave available, and the number of personal leave days taken during the calendar year. Employees receive information concerning their vacation balances on pay stubs/direct deposit reports.

Section 8. Military Leave. A full-time permanent employee of the Division shall be granted military leave and the benefits attendant thereto as provided by State and Federal law. Such military leave shall be granted upon submission to the Chief State's Attorney of acceptable and official military orders.

ARTICLE 19
SICK LEAVE AND LEAVE WITHOUT PAY

Section 1. Eligibility for Sick Leave. Each full-time, permanent employee in the bargaining unit who is included in the regular biweekly payroll and whose salary is allocated to a particular group and step is eligible to accrue sick leave starting with the first working day of the first full calendar month after date of commencement of employment in the Division.

Section 2. Sick Leave Accrual.

a. Effective July 1, 2007, sick leave accrues at the rate of ten (10) hours per completed calendar month of continuous full-time service which includes the period of time an employee is on an authorized leave of absence without pay.

b. Sick leave continues to accrue in the month when some of such leave is taken.

c. No sick leave hours shall accrue for any calendar month in which an employee is on leave of absence without pay for an aggregate of more than three (3) working days.

d. Sick leave shall accrue for the first twelve (12) months in which a Division of Criminal Justice employee eligible to receive worker's compensation and sick leave benefits is actually receiving worker's compensation benefits under the provisions of the General Statutes.

e. The number of sick leave hours accrued by a State employee up to the date he/she transfers into the Division of Criminal Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records. ~~Juvenile Prosecutors employed on July 1, 1996, when juvenile justice function was transferred from the Judicial Department to the Division shall retain credit for the accrued sick leave transferred at that time.~~

Section 3. Granting Sick Leave.

a. Sick leave, to the extent accumulated by the employee and credited to his/her account in the attendance and leave records maintained by the ~~Chief State's Attorney~~Division shall be granted to an eligible employee upon satisfactory proof of illness or injury~~, including pregnancy,~~ incapacitating such employee from duty, in order that such employee may recuperate from such illness or injury. During such leave the employee shall be compensated in full, to the extent accruals are available, and retain employment benefits.

b. Sick leave, to the extent accumulated by the employee and credited to the employee's account in the attendance and leave records maintained by the Chief State's Attorney, shall be granted to an employee during the period of time that the employee is disabled as the result of pregnancy. Disability may be presumed starting not more than four (4) weeks prior to the expected date of delivery as certified by the employee's physician, and ending not more than four (4) weeks following the actual date of birth.

c. The time an employee is sick while on annual vacation leave, other than terminal vacation leave, shall be charged against accrued sick leave if the employee files an acceptable medical certificate with the ~~Chief State's Attorney~~Division's Human Resources office attesting to the fact that the employee was sick and would have been unable to work on the day or days claimed as sick.

d. A holiday occurring when an employee is on sick leave will be counted as a holiday and not charged as sick leave. When special time off is granted, however, an employee on sick leave shall be charged as prescribed by the Chief State's Attorney.

e. If an employee is receiving worker's compensation or disability compensation, the employee may elect to draw upon sick leave to the extent authorized by the General Statutes.

f. Consistent with existing practice, upon exhaustion of accrued sick leave, other accrued paid leave may be used by employees who are incapacitated or disabled as provided in and subject to the conditions of paragraphs (a) and (b) above.

Section 4. Special Leave of Absence with Pay Chargeable to Accrued Sick Leave. Any eligible employee may be granted special leave of absence with pay chargeable to accrued sick leave, for the following reasons:

(a) for medical or dental treatment for which arrangement cannot be made outside of working hours;

(b) when presence at duty will expose others to contagious disease;

(c) in the event of death in the immediate family when as much as three (3) working days' leave with pay may be granted. Immediate family means husband, wife, domestic partner, father, mother, sister, brother, grandparents or child, and also any relative who is domiciled in the employee's household.

(d) in the event of critical illness or severe injury in the immediate family creating an emergency requiring the attendance or aid of the

employee, when as much as five (5) days leave with pay in a calendar year may be granted;

(e) going to, attending, and returning from funerals of persons other than members of the immediate family, if prior permission is requested of and granted by the employee's supervisor;

(f) in the event of the birth or adoption of a child, when as much as five (5) days leave with pay in a calendar year may be granted.

Section 5. Advanced Sick Leave.

a. No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Chief State's Attorney. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current accruals. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment. The granting of such advanced leave shall be discretionary.

b. The advanced sick leave which may be granted shall be on the basis of one day at full pay for each completed year of full-time service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

c. Any such advanced sick leave as may be granted shall be repaid by an equal charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required, however, until the employee has first accrued five (5) days of sick leave following his/her return to duty.

Section 6. Medical Certificate. For the following reasons an acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, may be required of an employee by the Office of the Chief State's Attorney or by an employee's supervisor to substantiate a request for sick leave or special leave of absence with pay:

~~(a) any period of absence consisting of more than five (5) consecutive working days;~~

~~(b)~~ to support request for sick leave during annual vacation;

~~(c)~~ (b) when excessive absenteeism or other circumstances indicate reasonable cause for requiring such a certificate.

The Office of the Chief State's Attorney may have a physician make a further examination.

In addition to the above requirements, a completed P33A form, including a return to work note, must be provided to the Division's Human Resources unit for any period of absence consisting of more than five (5) consecutive working days.

Section 7. Removal from Payroll. Any eligible employee in the Division absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, and personal leave days and advanced-sick leave when applicable, and who thereafter does not return to duty, will receive no further compensation and will be removed from the active payroll of the Division until such time as he/she returns to duty. This section shall not be construed to abridge the rights of employees pursuant to section 5-142 of the General Statutes.

Section 8. Leave of Absence Without Pay.

If an employee has exhausted all available vacation and personal leave and any leave available under FMLA or the SEBAC agreement, a leave of absence without pay for the protection of or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the Chief State's Attorney for a period not to exceed one (1) year, including any unpaid FMLA or SEBAC leave. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such leave may be extended beyond one (1) year by the Chief State's Attorney.

Section 9. Status of Accrued Sick Leave and Paid Leave Upon Reemployment of Resigned Employee. Any employee who resigns in good standing from the Division and who is re-employed within one (1) year from the date of his/her resignation shall be credited with the amount of sick leave accrued to his/her credit on the effective date of his/her resignation, provided the employee did not receive any compensation for said unused sick leave.

Section 10. Compensation for Unused Sick Leave Accrual Upon Retirement. Each eligible employee in the Division who retires on or after July 1, 1978, shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his 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 payment equivalent to sixty (60) days' pay.

Section 11. Records. All leave with or without pay shall be recorded in the State's electronic attendance records.

Section 12. Payment of Sick Leave Upon Death of Employee. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) 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 payment equivalent to sixty (60) days' pay.

Section 13. Emergency Sick Leave Bank.

a. In the event that the hours in the sick leave bank need to be replenished during the term of this Agreement, any employee who did not do so previously shall contribute twenty-four (24) hours from accrued sick leave to the sick leave bank. Hours contributed shall not revert to employees if not used.

b. Days contributed to the bank shall thereafter be allocated to non-probationary employees with catastrophic or extended, long-term illnesses.

c. To be eligible for allocation of sick days from the bank an employee must meet the following conditions:

(1) exhaustion of all sick leave, personal and vacation leave, including advance sick leave under Section 5 of this Article;

(2) the illness or injury is not covered by worker's compensation and/or such benefit has been exhausted; and

(3) an acceptable medical certificate supporting the absence is on file.

d. Days shall be allocated by the Labor Management Advisory process set forth in Article 8 of this Agreement. The Labor-Management Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in subparagraph b. above. In addition, the Committee 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 shall be carried over from year to year and shall not lapse. The Committee may, by agreement, provide for additional opportunities for contribution to the bank.

f. Time off without loss of pay or benefits may be granted, as necessary, to members of the Committee to attend meetings to administer this program.

g. The actions or non-actions of this Committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel 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 Uniform Administrative Procedure Act.

Section 14. Use of Sick Leave to Care for Family Member Requiring Care.

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. In addition, 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 section 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. Permanent part-time employees who do not meet the hours threshold of ~~state and federal~~applicable law shall continue to be eligible for unpaid family leave per current practice, if any.

Section 15. Retention of Sick Leave.

Notwithstanding any other provision of this agreement addressing use of sick leave prior to use of other types of leave, an employee who takes an approved leave under the state and/or federal Family and Medical Leave Act for the birth of a child or for bonding with a child after childbirth, adoption, or placement in foster care may retain two weeks of sick leave. The employee must notify the Chief State's Attorney or designee prior to the commencement of their FMLA leave if they wish to retain such sick leave.

ARTICLE 20
HOLIDAYS

Section 1. Holidays. For the purposes 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, Veteran's Day, Thanksgiving Day, and Christmas Day.

In the event that the legislature eliminates one or more of these designated holidays, a floating holiday(s) shall be substituted.

~~Section 2. Saturday Holidays. Because the courts are required to maintain essential services on days which are not holidays, it is compulsory that all offices of the court be opened and staffed by such essential number of personnel as may be determined by the Employer. Those employees required to work on a Friday preceding such Saturday holiday shall be granted equivalent compensatory time, to be taken not later than during the third (3rd) month next succeeding the month in which it has accrued.~~

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ARTICLE 21
HEALTH AND LIFE INSURANCE

Section 1. The terms of employee health benefits are covered by a separate agreement pursuant to Conn. Gen. Stat. § 5-278(f).

Section 2. The State's group life insurance plan, pursuant to Conn. Gen. Stat. § 5-257 shall continue to be available to all members as it was on the date of signing of this Agreement.

In addition to this life insurance coverage, optional group life insurance may be purchased by an employee. Coverage of up to an additional $50,000, in increments of $5,000, may be purchased. Any employee electing such additional coverage shall pay the full costs thereof and such optional coverage shall be subject to the terms and conditions governing same under the State's policy. Optional life insurance coverage is not included when calculating the amount of reduced life insurance coverage upon retirement.

ARTICLE 22
EMPLOYEE RIGHTS

Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered under this Agreement shall have full rights to Association representation as described in Article 9 (Grievance Procedure) and Article 13, Section 7 (Discipline).

ARTICLE 23
TRANSFERS FOR OPERATIONAL REASONS AND TEMPORARY SERVICE AS A SUPERVISOR

Section 1. The Employer decides the job class involved in transfers, and determines the location from which and to which such transfers will be made. In determining such locations, commuting distances shall be a factor considered.

Section 2. Permanent Transfers.

a. A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers shall first be attempted on a voluntary basis. Involuntary permanent transfers shall be made in accordance with inverse seniority in the job class

involved and in the location from which the transfer is being made. Seniority for the purposes of this Article is defined as aggregate service as a full-time permanent employee in the Connecticut Division of Criminal Justice. ~~For Prosecutors who were employed as Juvenile Prosecutors on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division, and who remained employed in that capacity on and after July 1, 2000, seniority shall also include their full-time service as Juvenile Prosecutors and Judicial Advocates.~~

b. If a prosecuting attorney refuses to accept a permanent transfer, he/she may bump the least senior bargaining unit prosecuting attorney in the judicial district in which the bumper is employed. The bumped employee shall be subject to transfer by the Employer.

Section 3. Temporary ~~Transfers~~. A temporary transfer is defined as a temporary assignment away from the duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in temporary transfer status for more than one hundred twenty (120) calendar days in any calendar year. In making temporary transfers the Employer shall consider the wishes of employees, seniority, and operational needs; provided, however, its determination shall not be subject to review under Article 9 (Grievance Procedure). Employees in temporary transfer status shall receive mileage in accordance with existing practice.

Section 4. Temporary Service as a Supervisor. An employee who is assigned by the Chief State's Attorney to perform temporary service as a Supervisory Assistant State's Attorney ~~or a Supervisory Prosecutor~~ for a period in excess of fifteen (15) consecutive work days shall, commencing with the sixteenth consecutive work day, be paid for such actual work as if promoted to the supervisory position in accordance with Article 16, Section 4-a(4).

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 and until legislative approval has been granted pursuant to Conn. Gen. Stat. § 5-278(b).

ARTICLE 25
SAVINGS CLAUSE

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

parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall be handled as provided under Conn. Gen. Stat. § 5-276a.



ARTICLE 26
RETIREMENT

The terms of retirement are covered by a separate agreement pursuant to Conn. Gen. Stat. § 5-278(f).

ARTICLE 27
SUPERSEDENCE

Section 1. The inclusion of language in the Agreement concerning matters formerly governed by law, regulation, 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 the Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

Section 2. a. Except to the extent that a particular personnel or operational practice is specifically modified or restricted by an express provision of this Agreement or specifically incorporated by reference in this Agreement, the Employer reserves and retains the right to add to, alter, or eliminate such practices.

b. In connection with the exercise of rights conferred under paragraph a. above, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:

1. The employer shall give notice of its contemplated action.

2. The Association may request that the Labor Management Advisory Committee convene to discuss such impact.

3. The parties shall commence discussions in a timely fashion.

4. (i) The fact that such discussions have not commenced or concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.

   (ii) Prior to any such implementation, the Employer shall give notice to the Association and schedule a meeting of the Labor Management Advisory Committee.

5. The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such discussions for a reasonable period of time.

ARTICLE 28
MISCELLANEOUS

Section 1. The use of the term "Chief State's Attorney" in this Agreement shall be deemed to include any person(s) who may from time to time be designated by the Chief State's Attorney to perform functions set forth in the Agreement.

Section 2. Reservation of Rights. The Employer, by entering into and executing this Agreement, does not waive any claims with respect to the constitutionality of Conn. Gen. Stat. § 5-270(a) as it is or may be applied to the Connecticut Division of Criminal Justice.

Section 3. Indemnification. Indemnification shall be provided pursuant to Section 4-165 and Section 5-141d of the General Statutes. The decision whether to provide counsel to an employee being sued for malpractice shall be based upon whether such employee was acting within the scope of his/her employment, without regard to whether the suit alleges wanton or willful conduct. The question whether the employee was acting within the scope of employment shall be sympathetically considered consistent with the purpose of the indemnification statutes. The Employer shall cooperate in expediting the decision of state officials whether to provide counsel. The representation of prosecutors in civil suits shall be an item of continuing discussion between the parties.

Section 4. The use of the word "he" or "him" in this contract shall be construed in its generic meaning, unless otherwise indicated.

Section 5. Effective July 1, 2016, the Division shall continue to provide, by self-insurance, the benefits previously provided through NDAA insurance for the defense of a prosecutor in professional grievance proceedings. The Division reserves the right to exercise its discretion to make payments for counsel in those proceedings which is above that which was provided by the NDAA policy.

Section 6. An employee who is subpoenaed to testify in a matter concerning the discharge of duties for the Division of Criminal Justice shall promptly notify his/her supervisor. Any witness fee received by the employee shall be turned over to the Division if any of the time spent in court in response to the subpoena occurs during the employee's normal working hours for which the employee is paid by the Division.

Section 7. Each employee shall participate in a minimum of sixteen (16) hours of professional development each fiscal/contract year. The labor-management advisory committee of Article 8 shall also serve as a Professional Development Advisory Committee. The Professional Development Advisory Committee shall make recommendations to the Chief State's Attorney on such matters as:

- Professional development programs to be offered in-house by the Division.
- Standards for giving credit to time spent in professional development activities other than those offered by the Division.
- Appropriate means of addressing situations where the employee, through no fault of his/her own, has been unable to timely complete the fourteen-hour requirement in a given year.

~~Section 8. The parties agree to meet in Labor Management Committee discussions regarding possible implementation of telecommuting arrangements if operationally feasible. If mutually agreed, the first telecommuting schedules will be effective on or after July 1, 2018. The parties agree to seek the guidance of the State Department of Information Technology and Bureau of Enterprise Systems and Technology to assist in providing an understanding of the equipment and system requirements necessary to implement an effective policy for the Division.~~

ARTICLE 29
DURATION

Section 1. Effective Dates.

This Agreement shall be effective July 1, ~~2016~~2021 and shall expire on June 30, ~~2021~~2025.

Section 2. Successor Negotiations.

Successor negotiations shall commence in accordance with Conn. Gen. Stat. § 5-276a, unless the parties mutually agree to a different commencement date.

Section 3. Reopener.

Notwithstanding Sections 1 and 2, there shall be a reopener to negotiate general wage increases, steps, and lump sum in lieu of steps, if any, to be effective during the 2024-2025 contract year. Negotiations with respect to such issues shall commence in August, 2023.

Initial Association proposals with respect to those issues shall be submitted on or before the third week of September, 2024. The parties may, by mutual agreement, commence negotiations on a different date.

ARTICLE 30
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. Neither party shall discriminate against any employee, except by reason of bona fide occupational qualifications, on the basis of race, color, religious creed, sex, sexual orientation, gender identify or expression, age, ancestry, national origin, marital status, learning disability, intellectual disability, past or present history of mental disability, physical disability including but not limited to blindness, genetic information, or lawful political activity.

Section 2. The parties acknowledge the need for positive and aggressive affirmative action 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. Problems, either ripe or anticipated, which impact upon philosophy and/or directives of this Section shall be appropriate for continuing discussion between the parties.

SIGNATURE PAGE

STATE OF CONNECTICUT, DIVISION OF CRIMINAL JUSTICE

-and-

CONNECTICUT ASSOCIATION OF PROSECUTORS

COLLECTIVE BARGAINING AGREEMENT

JULY 1, ~~2016~~2021 THROUGH JUNE 30, ~~2021~~2025

STATE OF CONNECTICUT, DIVISION OF CRIMINAL JUSTICE

By: _____ Date: _____
John J. Russotto
Deputy Chief State's Attorney for
Administration, Personnel and Finance

CONNECTICUT ASSOCIATION OF PROSECUTORS

By: _____ Date: _____
~~John P. Doyle, Jr.~~Charles M. Stango
President

APPENDIX A
SUPERSEDENCE

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes and any regulations promulgated thereunder by the Commissioner of Administrative Services, as follows:

1. The exclusive deduction of dues for members of the Association under Article 6 (Association Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in Conn. Gen. Stat. § 5-260.

2. Article 4 (Entire Agreement), Section 2, and Article 27 (Supersedence), Section 2, shall be deemed to supersede Conn. Gen. Stat. §§ 5-271 (a) and (e) and Conn. Gen. Stat. § 5-272(c).

3. Disciplinary interviews (Article 13, Section 7) shall be deemed to supersede Conn. Gen. Stat. § 5-271(a).

4. Article 9 (Grievance Procedure), Article 10, (Probationary Period), and Article 13 (Discipline) shall be deemed to supersede Conn. Gen. Stat. § 5-196(20), Conn. Gen. Stat. § 51-278 and Conn. Gen. Stat. § 51-278b.

5. Article 12, (Personnel Files), Section 2, last paragraph, shall be deemed to supersede Conn. Gen. Stat. §§ 1-210 and 1-214, with respect to the disclosure of the information identified in Article 12, Section 2.

6. Longevity, (Article 16, Section 3) shall be deemed to supersede Conn. Gen. Stat. § 5-213.

7. Travel reimbursements (Article 16, Section 5) shall be deemed to supersede the Standard State Travel Regulations.

8. Article 18 (Vacation-Personal-Military Leave), Sections 2, 4 and 6 shall be deemed to supersede Conn. Gen. Stat. §§ 5-250 and 5-252 and any regulations promulgated thereunder by the Commissioner of Administrative Services.

9. Article 19 (Sick Leave-Leave Without Pay), Sections 2, 10 and 12 shall be deemed to supersede Conn. Gen. Stat. § 5-247 and any regulations thereunder promulgated by the Commissioner of Administrative Services.

10. Article 16 (Compensation), Appendix B, Scope Agreement, and the Salary Schedules of Appendix C shall supersede the provisions of Conn. Gen. Stat. § 5-200a concerning objective job evaluation and the statewide SCOPE agreement.

11. ~~Appendix G, Furlough days~~Funeral leave (Article 19, Section 6) shall be deemed to supersede Regs. Conn. State Agencies § 5-247-4.

12. Article 19 (Sick Leave and Leave Without Pay), Section 15 (Retention of Sick Leave), shall be deemed to supersede the provisions on retention of leave set forth in Conn. Gen. Stat. § ~~5-248e~~31-51ll(e)(2)(A) and in any associated regulations ~~thereunder promulgated by the Commissioner of Administrative Services~~.

APPENDIX B
MEMORANDA OF AGREEMENT

Scope Agreement

The salary plan of Appendix C shall supersede the SCOPE Agreement.

Red-Circled Employees

~~Employees Richard Palombo,~~Employee Christopher Alexy ~~and Leah Hawley,~~ who ~~were~~was formerly a Supervisory Assistant State's ~~Attorneys~~Attorney and ~~were~~was red-circled upon elimination of ~~their positions~~his position, shall be paid at the rate ~~of Step 1~~for the top step of the Supervisory Assistant State's Attorney salary schedule but shall not receive any lump sum payment(s) made to other employees at the maximum step.

Appointment of New Prosecutors

During the term of this Agreement, if the Criminal Justice Commission elects to hire prosecutors who are not yet licensed to practice law in the State of Connecticut, the Division and the ~~Union~~Association shall negotiate over the terms and conditions of employment for such appointees.

APPENDIX C
SALARY SCHEDULES

ASSISTANT STATE'S ATTORNEY

Effective July 1, ~~2016~~2021 through June 30, ~~2019~~2022

STEP	DESIGNATION	ANNUAL SALARY
1	Deputy	~~67,641~~74,269
2	Deputy	~~70,346~~77,240
3	Deputy	~~73,162~~80,332
4	Deputy	~~76,087~~83,544
5	Assistant	~~82,296~~90,361
6	Assistant	~~85,587~~93,975
7	Assistant	~~89,011~~97,734
8	Assistant	~~92,571~~101,643
9	Assistant	~~96,273~~105,709
10	Assistant	~~100,124~~109,936
11	Assistant	~~104,132~~114,338
12	Assistant	~~108,294~~118,907
13	Assistant	~~112,627~~123,665
14	Assistant	~~117,134~~128,614
15	Assistant	~~121,816~~133,755
16	Assistant	~~125,475~~137,772
17	Assistant	~~129,237~~141,903
18	Assistant	~~133,109~~146,155
19	Assistant	~~137,107~~150,545
20	Assistant	~~141,217~~155,058

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Effective July 1, ~~2016~~2021 through June 30, ~~2019~~2022

STEP	ANNUAL SALARY
1	~~93,006~~102,121
2	~~96,726~~106,205
3	~~100,595~~110,454
4	~~104,621~~114,875
5	~~108,803~~119,466
6	~~113,156~~124,245
7	~~117,684~~129,218
8	~~122,389~~134,385
9	~~127,285~~139,760
10	~~132,374~~145,347
11	~~136,345~~149,707
12	~~140,438~~154,201
13	~~144,648~~158,825
14	~~148,987~~163,589

ASSISTANT STATE'S ATTORNEY

Effective July 1, ~~2019~~2022 through June 30, ~~2020~~2023
~~(3.5%)~~

STEP	DESIGNATION	ANNUAL SALARY
1	Deputy	~~70,008~~76,126
2	Deputy	~~72,808~~79,171
3	Deputy	~~75,723~~82,341
4	Deputy	~~78,750~~85,632
5	Assistant	~~85,176~~92,620
6	Assistant	~~88,583~~96,324
7	Assistant	~~92,126~~100,177
8	Assistant	~~95,811~~104,184
9	Assistant	~~99,643~~108,352
10	Assistant	~~103,628~~112,685
11	Assistant	~~107,777~~117,196
12	Assistant	~~112,084~~121,880
13	Assistant	~~116,569~~126,757
14	Assistant	~~121,234~~131,829
15	Assistant	~~126,080~~137,099
16	Assistant	~~129,867~~141,217
17	Assistant	~~133,760~~145,451
18	Assistant	~~137,768~~149,809
19	Assistant	~~141,906~~154,308
20	Assistant	~~146,160~~158,934

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Effective July 1, ~~2019~~2022 through June 30, ~~2020~~2023
~~(3.5%)~~

STEP	ANNUAL SALARY
~~1~~	~~96,261~~
~~2~~	~~100,111~~
31	~~104,116~~104,674
42	~~108,283~~108,861
3	113,215
4	117,747
5	~~112,611~~122,452
6	~~117,116~~127,352
7	~~121,803~~132,448
8	~~126,673~~
9	~~131,740~~
~~10~~8	~~137,007~~137,744
9	143,254
10	148,981
11	~~141,117~~153,450
12	~~145,353~~158,056
13	~~149,711~~162,795
14	~~154,202~~167,679

ASSISTANT STATE'S ATTORNEY

Effective July 1, ~~2020~~2023 through June 30, ~~2021~~2024
~~(3.5%)~~

STEP	DESIGNATION	ANNUAL SALARY
1	Deputy	~~72,458~~84,399
2	Deputy	~~75,356~~87,773
3	Assistant	94,935
4	Assistant	98,733
~~3~~	~~Deputy~~	~~78,373~~
4	~~Deputy~~	~~81,506~~
5	Assistant	~~88,157~~102,682
6	Assistant	~~91,683~~106,789
7	Assistant	~~95,350~~111,061
8	Assistant	~~99,161~~115,502
9	Assistant	~~103,131~~124,927
10	Assistant	~~107,255~~129,926
11	Assistant	~~111,549~~135,125
12	Assistant	~~116,007~~140,527
13	Assistant	~~120,649~~144,747
14	Assistant	~~125,477~~149,087
15	Assistant	~~130,493~~153,554
16	Assistant	~~134,412~~162,908
~~17~~	~~Assistant~~	~~138,412~~
~~18~~	~~Assistant~~	~~142,590~~
~~19~~	~~Assistant~~	~~146,873~~
~~20~~	~~Assistant~~	~~151,276~~

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Effective July 1, ~~2020~~2023 through June 30, ~~2021~~2024
~~(3.5%)~~

STEP	ANNUAL SALARY
1	~~99,630~~107,291
2	~~103,615~~111,582
~~3~~	~~107,760~~
4	~~112,073~~
~~53~~	~~116,552~~116,046
4	120,690
5	125,514
6	~~121,215~~130,535
7	~~126,066~~135,759
~~8~~	~~131,107~~
~~9~~	~~136,351~~
~~108~~	~~141,802~~141,188
~~119~~	~~146,056~~146,835
10	152,705
11	157,286
12	~~150,140~~162,007
13	~~154,951~~171,871
~~14~~	~~159,599~~

APPENDIX D
LONGEVITY

The amount of the longevity payment shall be determined in accordance with the amount of the average annual increment on the salary schedule then in effect for Assistant State's Attorney or Supervisory Assistant State's Attorney, as applicable. The longevity schedules for the duration of this Agreement shall be as follows, provided that these amounts are subject to verification and modification by CORE-CT:

ASSISTANT STATE'S ATTORNEY

Years of Service	~~2016-2019~~2021-2022	~~2019-2020~~2022-2023	~~2020-2021~~2023-2024
10	~~968~~1,063	~~1,002~~1,090	~~1,037~~1,308
15	~~1,936~~2,126	~~2,004~~2,179	~~2,074~~2,617
20	~~2,905~~3,189	~~3,006~~3,269	~~3,111~~3,925
25	~~3,873~~4,252	~~4,008~~4,358	~~4,148~~5,234

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Years of Service	~~2016-2019~~2021-2022	~~2019-2020~~2022-2023	~~2020-2021~~2023-2024
10	~~1,076~~1,182	~~1,114~~1,212	~~1,153~~1,345
15	~~2,154~~2,364	~~2,229~~2,423	~~2,307~~2,691
20	~~3,230~~3,546	~~3,343~~3,635	~~3,460~~4,036
25	~~4,306~~4,728	~~4,457~~4,847	~~4,613~~5,382

APPENDIX E
GRIEVANCE FORM

Date Filed _____ Step I ▯ Step II ▯ Check one)

Name of Grievant _____

Grievant's Contact Information

_____ _____ _____
Work Location Telephone E-mail

Name of Aggrieved Employee (If Association is Grievant)

_____

Association Representative _____

Association Representative's Contact Information

_____ _____ _____
Work Location Telephone E-mail

Facts:

_____

_____

_____

Issue:

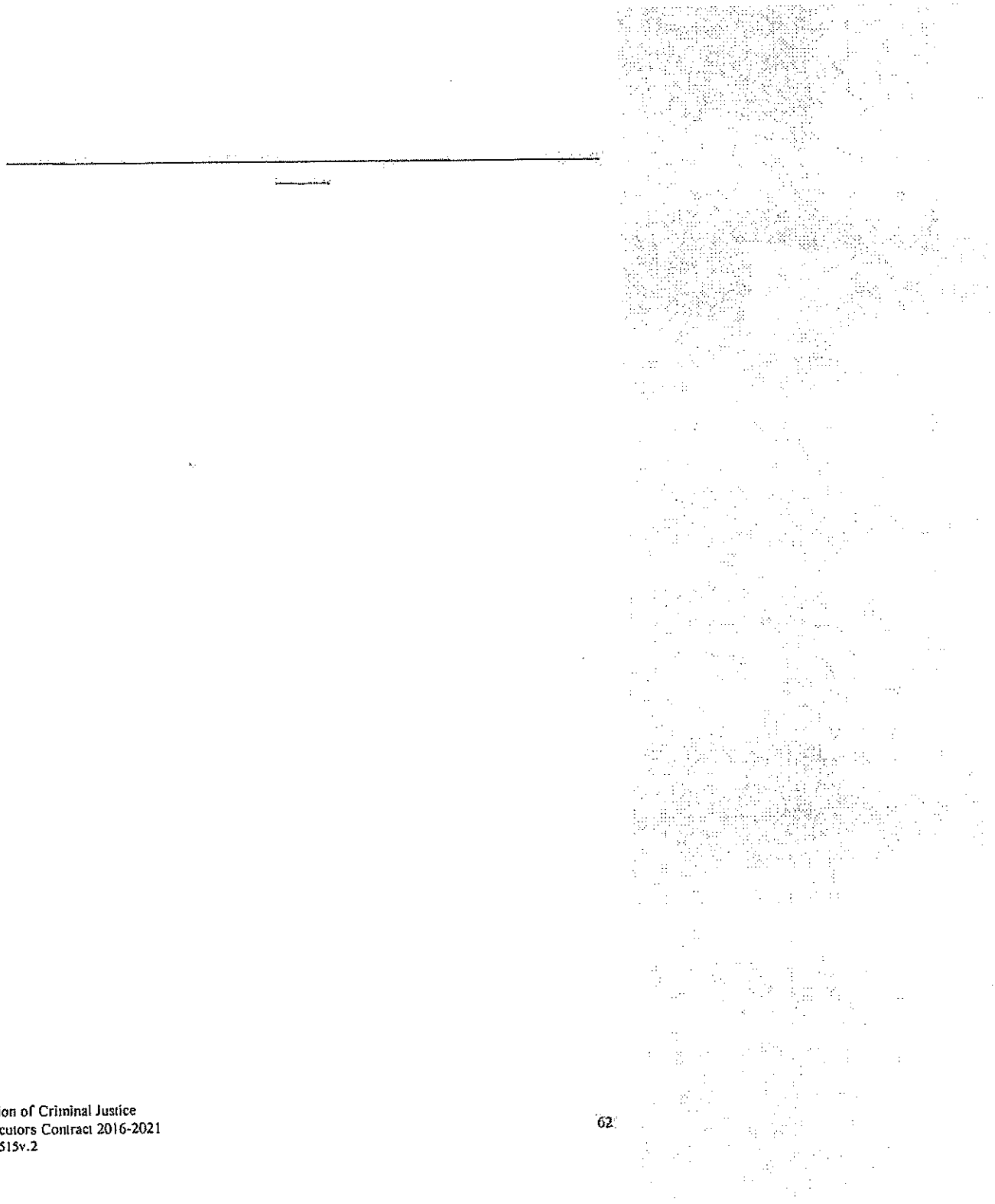
_____

Date of Alleged Contract Violation: _____

Specific Controlling Contract Provisions:

_____

Remedy or Relief Sought:



~~APPENDIX F~~
~~JOB SECURITY~~

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~~From July 1, 2017 through June 30, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:~~

~~1. Protection from loss of employment is for permanent employees and does not apply to:~~

~~employees in the initial probationary period established under Article 10, Section 1 of the collective bargaining agreement;~~

- ~~expiration of a temporary or durational appointment;~~
- ~~termination of grant or other outside funding specified for a particular position.~~

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~~2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected transfer to another comparable prosecutorial designation (e.g. Deputy Assistant State's Attorney, Supervisory Assistant State's Attorney) in accordance with the terms of the collective bargaining agreement, particularly Articles 14 and 23. An employee who is laid off under the rules of the collective bargaining agreement because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.~~

~~3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017-June 30, 2021 period.~~

~~The Division further agrees that there shall be no involuntary reduction of any Prosecutor from full-time to part-time status during the period, July 1, 2017-June 30, 2021.~~

~~APPENDIX G~~
~~FURLOUGH DAYS~~

~~In accordance with the SEBAC framework, all employees are to take three (3) unpaid furlough days during Fiscal Year 2017-2018.~~

~~For the employees in this bargaining unit, this shall be accomplished as follows:~~

~~1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).~~

~~2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 18 of the collective bargaining agreement.~~

~~3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.~~

~~4. There shall be no compensation for unused furlough days under any circumstances.~~

~~Notwithstanding the foregoing, the parties may by mutual agreement substitute accrual reduction or other means that produce equivalent savings.~~

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APPENDIX A
SUPERSEDENCE

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes and any regulations promulgated thereunder by the Commissioner of Administrative Services, as follows:

1. The exclusive deduction of dues for members of the Association under Article 6 (Association Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in Conn. Gen. Stat. § 5-260.

2. Article 4 (Entire Agreement), Section 2, and Article 27 (Supersedence), Section 2, shall be deemed to supersede Conn. Gen. Stat. §§ 5-271 (a) and (e) and Conn. Gen. Stat. § 5-272(c).

3. Disciplinary interviews (Article 13, Section 7) shall be deemed to supersede Conn. Gen. Stat. § 5-271(a).

4. Article 9 (Grievance Procedure), Article 10, (Probationary Period), and Article 13 (Discipline) shall be deemed to supersede Conn. Gen. Stat. § 5-196(20), Conn. Gen. Stat. § 51-278 and Conn. Gen. Stat. § 51-278b.

5. Article 12, (Personnel Files), Section 2, last paragraph, shall be deemed to supersede Conn. Gen. Stat. §§ 1-210 and 1-214, with respect to the disclosure of the information identified in Article 12, Section 2.

6. Longevity, (Article 16, Section 3) shall be deemed to supersede Conn. Gen. Stat. § 5-213.

7. Travel reimbursements (Article 16, Section 5) shall be deemed to supersede the Standard State Travel Regulations.

8. Article 18 (Vacation-Personal-Military Leave), Sections 2, 4 and 6 shall be deemed to supersede Conn. Gen. Stat. §§ 5-250 and 5-252 and any regulations promulgated thereunder by the Commissioner of Administrative Services.

9. Article 19 (Sick Leave-Leave Without Pay), Sections 2, 10 and 12 shall be deemed to supersede Conn. Gen. Stat. § 5-247 and any regulations thereunder promulgated by the Commissioner of Administrative Services.

10. Article 16 (Compensation), Appendix B, Scope Agreement, and the Salary Schedules of Appendix C shall supersede the provisions of Conn. Gen. Stat. § 5-200a concerning objective job evaluation and the statewide SCOPE agreement.

11. Funeral leave (Article 19, Section 6) shall be deemed to supersede Regs. Conn. State Agencies § 5-247-4.

12. Article 19 (Sick Leave and Leave Without Pay), Section 15 (Retention of Sick Leave), shall be deemed to supersede the provisions on retention of leave set forth in Conn. Gen. Stat. § 31-51ll(e)(2)(A) and in any associated regulations.

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

			2020-21	2021-22										
AI Month	Group	Step	Annual	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
July	1	1	72,458	1	37,135	1	37,135	-	2,000	76,269	5.26%	1	0	76,269
January	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
January	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
January	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
January	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
July	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
July	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
July	1	2	75,356	2	38,620	2	38,620	-	2,000	79,240	5.15%	1	0	79,240
January	1	2	75,356	2	38,620	3	40,166	-	2,000	80,786	7.21%	2	0	80,786
January	1	2	75,356	2	38,620	3	40,166	-	2,000	80,786	7.21%	2	0	80,786
January	1	2	75,356	2	38,620	3	40,166	-	2,000	80,786	7.21%	1	0	80,786
January	1	2	75,356	2	38,620	3	40,166	-	2,000	80,786	7.21%	4	0	80,786
January	1	2	75,356	2	38,620	5	45,180	-	2,000	85,800	13.86%	7	0	85,800
January	1	2	75,356	2	38,620	5	45,180	-	2,000	85,800	13.86%	4	0	85,800
January	1	2	75,356	2	38,620	5	45,180	-	2,000	85,800	13.86%	2	0	85,800
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	3	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	2	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	2	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	2	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	2	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	3	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	3	0	82,332
July	1	2	75,356	3	40,166	3	40,166	-	2,000	82,332	9.26%	5	0	82,332
July	1	3	78,373	3	40,166	3	40,166	-	2,000	82,332	5.05%	1	0	82,332
July	1	3	78,373	3	40,166	3	40,166	-	2,000	82,332	5.05%	1	0	82,332
July	1	3	78,373	3	40,166	3	40,166	-	2,000	82,332	5.05%	1	0	82,332
January	1	3	78,373	3	40,166	4	41,772	-	2,000	83,938	7.10%	1	0	83,938
July	1	3	78,373	4	41,772	4	41,772	-	2,000	85,544	9.15%	2	0	85,544
January	1	4	81,506	4	41,772	4	41,772	-	2,000	85,544	4.95%	1	0	85,544
January	1	4	81,506	4	41,772	5	45,180	-	2,000	88,952	9.14%	3	0	88,952
January	1	4	81,506	4	41,772	5	45,180	-	2,000	88,952	9.14%	2	0	88,952
January	1	4	81,506	4	41,772	5	45,180	-	2,000	88,952	9.14%	3	0	88,952

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

		2020-21			2021-22									
AI Month	Group	Step	Annual	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
January	1	4	81,506	4	41,772	5	45,180	-	2,000	88,952	9.14%	14	2,126	91,078
January	1	4	81,506	4	41,772	5	45,180	-	2,000	88,952	9.14%	2	0	88,952
July	1	4	81,506	4	41,772	4	41,772	-	2,000	85,544	4.95%	3	0	85,544
July	1	4	81,506	4	41,772	4	41,772	-	2,000	85,544	4.95%	4	0	85,544
July	1	4	81,506	5	45,180	5	45,180	-	2,000	92,361	13.32%	7	0	92,361
January	1	5	88,157	5	45,180	6	46,988	-	2,000	94,168	6.82%	4	0	94,168
January	1	5	88,157	5	45,180	6	46,988	-	2,000	94,168	6.82%	3	0	94,168
July	1	5	88,157	6	46,988	6	46,988	-	2,000	95,975	8.87%	3	0	95,975
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	7	0	101,688
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	9	0	103,643
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	6	0	101,688
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	8	0	103,643
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	8	0	103,643
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	7	0	103,643
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	14	2,126	105,769
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	6	0	101,688
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	6	0	101,688
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	7	0	101,688
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	8	0	103,643
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	9	0	101,688
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	9	0	101,688
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	9	0	103,643
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	17	4,252	107,895
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	21	6,378	108,066
January	1	7	95,350	7	48,867	8	50,822	-	2,000	101,688	6.65%	8	0	101,688
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	10	2,126	105,769
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	11	2,126	105,769
July	1	7	95,350	8	50,822	8	50,822	-	2,000	103,643	8.70%	9	0	103,643
July	1	8	99,164	9	52,855	9	52,855	-	2,000	107,709	8.62%	12	2,126	109,835
January	1	8	99,164	8	50,822	9	52,855	-	2,000	105,676	6.57%	10	2,126	107,802
January	1	8	99,164	8	50,822	9	52,855	-	2,000	105,676	6.57%	16	4,252	109,928
January	1	8	99,164	8	50,822	9	52,855	-	2,000	105,676	6.57%	9	0	105,676
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	21	6,378	120,515
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	16	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	16	4,252	118,389
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	16	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	14	2,126	116,263
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	13	2,126	116,263

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

		2020-21			2021-22									
AI Month	Group	Step	Annual	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	16	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	20	6,378	120,515
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	16	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	15	4,252	118,389
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	12	2,126	116,263
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	13	2,126	116,263
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	15	4,252	118,389
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	15	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	16	4,252	118,389
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	16	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	15	4,252	118,389
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	13	2,126	116,263
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	14	2,126	118,464
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	14	2,126	118,464
July	1	10	107,255	11	57,169	11	57,169	-	2,000	116,338	8.47%	16	4,252	120,590
January	1	10	107,255	10	54,968	11	57,169	-	2,000	114,137	6.42%	14	2,126	116,263
January	1	11	111,549	11	57,169	12	59,454	-	2,000	118,622	6.34%	16	4,252	122,874
January	1	11	111,549	11	57,169	12	59,454	-	2,000	118,622	6.34%	16	4,252	122,874
January	1	11	111,549	11	57,169	12	59,454	-	2,000	118,622	6.34%	16	4,252	122,874
January	1	11	111,549	11	57,169	12	59,454	-	2,000	118,622	6.34%	15	4,252	122,874
January	1	11	111,549	11	57,169	12	59,454	-	2,000	118,622	6.34%	16	4,252	122,874
January	1	11	111,549	11	57,169	12	59,454	-	2,000	118,622	6.34%	15	4,252	122,874
July	1	12	116,007	13	61,833	13	61,833	-	2,000	125,665	8.33%	20	6,378	132,043
January	1	12	116,007	12	59,454	13	61,833	-	2,000	123,286	6.27%	20	6,378	129,664
July	1	12	116,007	13	61,833	13	61,833	-	2,000	125,665	8.33%	21	6,378	132,043
July	1	12	116,007	13	61,833	13	61,833	-	2,000	125,665	8.33%	17	4,252	129,917
January	1	13	120,649	13	61,833	14	64,307	-	2,000	128,140	6.21%	17	4,252	132,392
July	1	13	120,649	14	64,307	14	64,307	-	2,000	130,614	8.26%	20	6,378	136,992
January	1	13	120,649	13	61,833	14	64,307	-	2,000	128,140	6.21%	17	4,252	132,392
January	1	13	120,649	13	61,833	14	64,307	-	2,000	128,140	6.21%	17	4,252	132,392
July	1	13	120,649	14	64,307	14	64,307	-	2,000	130,614	8.26%	21	6,378	136,992
July	1	14	125,477	15	66,878	15	66,878	-	2,000	135,755	8.19%	21	6,378	142,133
July	1	14	125,477	15	66,878	15	66,878	-	2,000	135,755	8.19%	18	4,252	140,007
January	1	14	125,477	14	64,307	15	66,878	-	2,000	133,185	6.14%	25	8,504	141,689
July	1	15	130,493	16	68,886	16	68,886	-	2,000	139,772	7.11%	23	6,378	146,150
July	1	15	130,493	16	68,886	16	68,886	-	2,000	139,772	7.11%	20	6,378	146,150
July	1	15	130,493	16	68,886	16	68,886	-	2,000	139,772	7.11%	20	6,378	146,150
January	1	15	130,493	15	66,878	16	68,886	-	2,000	137,764	5.57%	21	6,378	144,142

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

		2020-21			2021-22									
AI Month	Group	Step	Annual	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
July	1	15	130,493	16	68,886	16	68,886	-	2,000	139,772	7.11%	22	6,378	146,150
July	1	15	130,493	16	68,886	16	68,886	-	2,000	139,772	7.11%	21	6,378	146,150
January	1	15	130,493	15	66,878	16	68,886	-	2,000	137,764	5.57%	20	6,378	144,142
January	1	15	130,493	15	66,878	16	68,886	-	2,000	137,764	5.57%	21	6,378	144,142
January	1	15	130,493	15	66,878	16	68,886	-	2,000	137,764	5.57%	21	6,378	144,142
July	1	15	130,493	16	68,886	16	68,886	-	2,000	139,772	7.11%	21	6,378	146,150
January	1	15	130,493	15	66,878	16	68,886	-	2,000	137,764	5.57%	25	8,504	146,268
January	1	16	134,412	16	68,886	17	70,952	-	2,000	141,838	5.52%	22	6,378	148,216
January	1	16	134,412	16	68,886	17	70,952	-	2,000	141,838	5.52%	22	6,378	148,216
January	1	16	134,412	16	68,886	17	70,952	-	2,000	141,838	5.52%	22	6,378	148,216
January	1	16	134,412	16	68,886	17	70,952	-	2,000	141,838	5.52%	25	8,504	150,342
January	1	16	134,412	16	68,886	17	70,952	-	2,000	141,838	5.52%	22	6,378	148,216
July	1	16	134,412	17	70,952	17	70,952	-	2,000	143,903	7.06%	23	6,378	150,281
July	1	19	146,873	20	77,529	20	77,529	-	2,000	157,058	6.93%	23	6,378	163,436
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	23	6,378	167,062
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	23	6,378	167,062
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	23	6,378	167,062
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	22	6,378	167,062
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	22	6,378	167,062
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	22	6,378	167,062
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

		2020-21			2021-22								
AI Month	Group	Step	Annual	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
January	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	1	20	151,276	20	77,529	20	77,529	5,626	-	160,684	6.22%	25	8,504	169,188
July	2	1	99,630	2	53,103	2	53,103	-	2,000	108,205	8.61%	4	0	108,205
July	2	3	107,760	4	57,437	4	57,437	-	2,000	116,875	8.46%	10	2,364	119,239
July	2	10	107,255	4	57,437	5	59,733	-	2,000	119,170	11.11%	21	7,092	126,263
January	2	4	112,073	4	57,437	5	59,733	-	2,000	119,170	6.33%	14	2,364	121,534
January	2	4	112,073	4	57,437	5	59,733	-	2,000	119,170	6.33%	16	4,728	123,899
January	2	11	111,549	5	59,733	6	62,123	-	2,000	123,856	11.03%	16	4,728	128,584
January	2	5	116,552	5	59,733	6	62,123	-	2,000	123,856	6.27%	15	4,728	128,584
July	2	5	116,552	6	62,123	6	62,123	-	2,000	126,245	8.32%	20	7,092	133,338
January	2	5	116,552	5	59,733	6	62,123	-	2,000	123,856	6.27%	17	4,728	128,584
July	2	6	121,215	7	64,609	7	64,609	-	2,000	131,218	8.25%	16	4,728	135,946
January	2	6	121,215	6	62,123	7	64,609	-	2,000	128,732	6.20%	20	7,092	135,824
January	2	8	131,107	8	67,192	9	69,880	-	2,000	139,072	6.08%	25	9,457	148,529
July	2	8	131,107	9	69,880	9	69,880	-	2,000	141,760	8.13%	21	7,092	148,852
July	2	9	136,351	10	72,674	10	72,674	-	2,000	147,347	8.06%	25	9,457	156,804
January	2	9	136,351	9	69,880	10	72,674	-	2,000	144,553	6.02%	21	7,092	151,646
January	2	9	136,351	9	69,880	10	72,674	-	2,000	144,553	6.02%	21	7,092	151,646
July	2	9	136,351	10	72,674	10	72,674	-	2,000	147,347	8.06%	22	7,092	154,440
July	2	9	136,351	10	72,674	10	72,674	-	2,000	147,347	8.06%	22	7,092	154,440
January	2	9	136,351	9	69,880	10	72,674	-	2,000	144,553	6.02%	21	7,092	151,646
July	2	10	141,802	11	74,854	11	74,854	-	2,000	151,707	6.99%	22	7,092	158,800
July	2	10	141,802	11	74,854	11	74,854	-	2,000	151,707	6.99%	22	7,092	158,800
January	2	10	141,802	10	72,674	11	74,854	-	2,000	149,527	5.45%	22	7,092	156,620
January	2	10	141,802	10	72,674	11	74,854	-	2,000	149,527	5.45%	22	7,092	156,620
January	2	11	146,056	11	74,854	12	77,101	-	2,000	153,954	5.41%	21	7,092	161,047
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

			2020-21	2021-22										
AI Month	Group	Step	Annual	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	24	7,092	176,521
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	22	7,092	176,521
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
July	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	23	7,092	176,521
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
January	2	14	159,599	14	81,794	14	81,794	5,840	-	169,429	6.16%	25	9,457	178,885
			24,864,360							26,559,164			970,453	27,529,617
										1,694,804			69,084	1,763,863
										6.82%			7.66%	**6.85%**

July
Step: y
GWI: 2.50%

January
Step: y

		Plus	Total
AI @ Max Grp 1:	$3,876	$1,750	$5,626
AI @ Max Grp 2:	$4,090	$1,750	$5,840
% of Max Step	2.50%		

Off Schedule Payment Below Max: $2,000
Total - Paid over 2 years: $3,500 total

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

2022-23

AI Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max		Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
July	1	2	39,585	2	39,585		-	1,500	80,671	5.77%	2	0	80,671
January	1	2	39,585	3	41,170		-	1,500	82,256	3.81%	2	0	82,256
January	1	2	39,585	3	41,170		-	1,500	82,256	3.81%	2	0	82,256
January	1	2	39,585	3	41,170		-	1,500	82,256	3.81%	2	0	82,256
January	1	2	39,585	3	41,170		-	1,500	82,256	3.81%	2	0	82,256
July	1	3	41,170	3	41,170		-	1,500	83,841	5.81%	2	0	83,841
July	1	3	41,170	3	41,170		-	1,500	83,841	5.81%	2	0	83,841
July	1	3	41,170	3	41,170		-	1,500	83,841	5.81%	2	0	83,841
January	1	3	41,170	5	46,310		-	1,500	88,980	10.14%	3	0	88,980
January	1	3	41,170	5	46,310		-	1,500	88,980	10.14%	3	0	88,980
January	1	3	41,170	5	46,310		-	1,500	88,980	10.14%	2	0	88,980
January	1	3	41,170	5	46,310		-	1,500	88,980	10.14%	5	0	88,980
January	1	5	46,310	6	48,162		-	1,500	95,972	11.86%	8	0	95,972
January	1	5	46,310	6	48,162		-	1,500	95,972	11.86%	5	0	95,972
January	1	5	46,310	6	48,162		-	1,500	95,972	11.86%	3	0	95,972
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	4	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	3	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	3	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	3	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	3	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	4	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	4	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	14.32%	6	0	94,120
July	1	4	42,816	4	42,816		-	1,500	87,132	5.83%	2	0	87,132
July	1	4	42,816	4	42,816		-	1,500	87,132	5.83%	2	0	87,132
July	1	4	42,816	4	42,816		-	1,500	87,132	5.83%	2	0	87,132
January	1	4	42,816	4	42,816		-	1,500	87,132	3.81%	2	0	87,132
July	1	5	46,310	5	46,310		-	1,500	94,120	10.03%	3	0	94,120
January	1	4	42,816	4	42,816		-	1,500	87,132	1.86%	2	0	87,132
January	1	5	46,310	6	48,162		-	1,500	95,972	7.89%	4	0	95,972
January	1	5	46,310	6	48,162		-	1,500	95,972	7.89%	3	0	95,972
January	1	5	46,310	6	48,162		-	1,500	95,972	7.89%	4	0	95,972

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

2022-23

AI Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max		Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
January	1	5	46,310	6	48,162		-	1,500	95,972	7.89%	15	4,358	100,331
January	1	5	46,310	6	48,162		-	1,500	95,972	7.89%	3	0	95,972
July	1	5	46,310	5	46,310		-	1,500	94,120	10.03%	4	0	94,120
July	1	5	46,310	5	46,310		-	1,500	94,120	10.03%	5	0	94,120
July	1	6	48,162	6	48,162		-	1,500	97,824	5.92%	8	0	97,824
January	1	6	48,162	7	50,089		-	1,500	99,751	5.93%	5	0	99,751
January	1	6	48,162	7	50,089		-	1,500	99,751	5.93%	4	0	99,751
July	1	7	50,089	7	50,089		-	1,500	101,677	5.94%	4	0	101,677
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	8	0	107,768
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	10	2,179	112,031
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	7	0	107,768
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	9	0	109,852
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	9	0	109,852
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	8	0	109,852
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	15	4,358	114,210
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	7	0	107,768
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	7	0	107,768
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	8	0	107,768
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	9	0	109,852
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	10	2,179	109,947
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	10	2,179	109,947
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	10	2,179	112,031
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	18	4,358	114,210
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	22	6,537	114,306
January	1	8	52,092	9	54,176		-	1,500	107,768	5.98%	9	0	107,768
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	11	2,179	112,031
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	12	2,179	112,031
July	1	9	54,176	9	54,176		-	1,500	109,852	5.99%	10	2,179	112,031
July	1	10	56,342	10	56,342		-	1,500	114,185	6.01%	13	2,179	116,364
January	1	9	54,176	10	56,342		-	1,500	112,018	6.00%	11	2,179	114,198
January	1	9	54,176	10	56,342		-	1,500	112,018	6.00%	17	4,358	116,377
January	1	9	54,176	10	56,342		-	1,500	112,018	6.00%	10	2,179	114,198
January	1	11	58,598	12	60,940		-	1,500	121,038	6.05%	22	6,537	127,575
July	1	12	60,940	12	60,940		-	1,500	123,380	6.05%	17	4,358	127,738
January	1	11	58,598	12	60,940		-	1,500	121,038	6.05%	17	4,358	125,396
July	1	12	60,940	12	60,940		-	1,500	123,380	6.05%	17	4,358	127,738
January	1	11	58,598	12	60,940		-	1,500	121,038	6.05%	15	4,358	125,396
January	1	11	58,598	12	60,940		-	1,500	121,038	6.05%	14	2,179	123,217

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2022-23

AI Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	17	4,358	127,738
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	21	6,537	127,575
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	17	4,358	127,738
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	16	4,358	125,396
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	13	2,179	123,217
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	14	2,179	123,217
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	16	4,358	125,396
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	16	4,358	127,738
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	17	4,358	125,396
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	17	4,358	127,738
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	16	4,358	125,396
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	14	2,179	123,217
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	15	4,358	127,738
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	15	4,358	127,738
uly	1	12	60,940	12	60,940	-	1,500	123,380	6.05%	17	4,358	127,738
anuary	1	11	58,598	12	60,940	-	1,500	121,038	6.05%	15	4,358	125,396
anuary	1	12	60,940	13	63,378	-	1,500	125,818	6.07%	17	4,358	130,177
anuary	1	12	60,940	13	63,378	-	1,500	125,818	6.07%	17	4,358	130,177
anuary	1	12	60,940	13	63,378	-	1,500	125,818	6.07%	17	4,358	130,177
anuary	1	12	60,940	13	63,378	-	1,500	125,818	6.07%	16	4,358	130,177
anuary	1	12	60,940	13	63,378	-	1,500	125,818	6.07%	17	4,358	130,177
anuary	1	12	60,940	13	63,378	-	1,500	125,818	6.07%	16	4,358	130,177
uly	1	14	65,915	14	65,915	-	1,500	133,329	6.10%	21	6,537	139,867
anuary	1	13	63,378	14	65,915	-	1,500	130,793	6.09%	21	6,537	137,331
uly	1	14	65,915	14	65,915	-	1,500	133,329	6.10%	22	6,537	139,867
uly	1	14	65,915	14	65,915	-	1,500	133,329	6.10%	18	4,358	137,688
anuary	1	14	65,915	15	68,550	-	1,500	135,964	6.11%	18	4,358	140,323
uly	1	15	68,550	15	68,550	-	1,500	138,599	6.11%	21	6,537	145,137
anuary	1	14	65,915	15	68,550	-	1,500	135,964	6.11%	18	4,358	140,323
anuary	1	14	65,915	15	68,550	-	1,500	135,964	6.11%	18	4,358	140,323
uly	1	15	68,550	15	68,550	-	1,500	138,599	6.11%	22	6,537	145,137
uly	1	16	70,608	16	70,608	-	1,500	142,717	5.13%	22	6,537	149,254
uly	1	16	70,608	16	70,608	-	1,500	142,717	5.13%	19	4,358	147,075
anuary	1	15	68,550	16	70,608	-	1,500	140,658	5.61%	25	8,717	149,375
uly	1	17	72,725	17	72,725	-	1,500	146,951	5.14%	24	6,537	153,488
uly	1	17	72,725	17	72,725	-	1,500	146,951	5.14%	21	6,537	153,488
uly	1	17	72,725	17	72,725	-	1,500	146,951	5.14%	21	6,537	153,488
anuary	1	16	70,608	17	72,725	-	1,500	144,834	5.13%	22	6,537	151,371

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
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AI Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
uly	1	17	72,725	17	72,725	-	1,500	146,951	5.14%	23	6,537	153,488
uly	1	17	72,725	17	72,725	-	1,500	146,951	5.14%	22	6,537	153,488
anuary	1	16	70,608	17	72,725	-	1,500	144,834	5.13%	21	6,537	151,371
anuary	1	16	70,608	17	72,725	-	1,500	144,834	5.13%	22	6,537	151,371
anuary	1	16	70,608	17	72,725	-	1,500	144,834	5.13%	22	6,537	151,371
uly	1	17	72,725	17	72,725	-	1,500	146,951	5.14%	22	6,537	153,488
anuary	1	16	70,608	17	72,725	-	1,500	144,834	5.13%	25	8,717	153,550
anuary	1	17	72,725	18	74,904	-	1,500	149,130	5.14%	23	6,537	155,667
anuary	1	17	72,725	18	74,904	-	1,500	149,130	5.14%	23	6,537	155,667
anuary	1	17	72,725	18	74,904	-	1,500	149,130	5.14%	23	6,537	155,667
anuary	1	17	72,725	18	74,904	-	1,500	149,130	5.14%	25	8,717	157,846
anuary	1	17	72,725	18	74,904	-	1,500	149,130	5.14%	23	6,537	155,667
uly	1	18	74,904	18	74,904	-	1,500	151,309	5.15%	24	6,537	157,846
uly	1	20	79,467	20	79,467	3,973	-	162,908	3.72%	24	6,537	169,445
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	24	6,537	169,445
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	24	6,537	169,445
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	24	6,537	169,445
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	23	6,537	169,445
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	23	6,537	169,445
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	23	6,537	169,445
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
January	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
July	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2022-23

AI Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
anuary	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
uly	1	20	79,467	20	79,467	3,973	-	162,908	1.38%	25	8,717	171,624
uly	2	3	56,608	3	56,608	-	1,500	114,715	6.02%	5	0	114,715
uly	2	5	61,226	5	61,226	-	1,500	123,952	6.06%	11	2,423	126,376
uly	2	6	63,676	6	63,676	-	1,500	128,852	8.12%	22	7,270	136,121
anuary	2	5	61,226	6	63,676	-	1,500	126,402	6.07%	15	4,847	131,249
anuary	2	5	61,226	6	63,676	-	1,500	126,402	6.07%	17	4,847	131,249
anuary	2	6	63,676	7	66,224	-	1,500	131,400	6.09%	17	4,847	136,246
anuary	2	6	63,676	7	66,224	-	1,500	131,400	6.09%	16	4,847	136,246
July	2	7	66,224	7	66,224	-	1,500	133,948	6.10%	21	7,270	141,218
January	2	6	63,676	7	66,224	-	1,500	131,400	6.09%	18	4,847	136,246
July	2	8	68,872	8	68,872	-	1,500	139,244	6.12%	17	4,847	144,091
January	2	7	66,224	8	68,872	-	1,500	136,596	6.11%	21	7,270	143,866
January	2	9	71,627	10	74,490	-	1,500	147,617	6.14%	25	9,693	157,310
July	2	10	74,490	10	74,490	-	1,500	150,481	6.15%	22	7,270	157,751
July	2	11	76,725	11	76,725	-	1,500	154,950	5.16%	25	9,693	164,643
January	2	10	74,490	11	76,725	-	1,500	152,715	5.65%	22	7,270	159,985
January	2	10	74,490	11	76,725	-	1,500	152,715	5.65%	22	7,270	159,985
July	2	11	76,725	11	76,725	-	1,500	154,950	5.16%	23	7,270	162,220
July	2	11	76,725	11	76,725	-	1,500	154,950	5.16%	23	7,270	162,220
January	2	10	74,490	11	76,725	-	1,500	152,715	5.65%	22	7,270	159,985
July	2	12	79,028	12	79,028	-	1,500	159,556	5.17%	23	7,270	166,826
July	2	12	79,028	12	79,028	-	1,500	159,556	5.17%	23	7,270	166,826
January	2	11	76,725	12	79,028	-	1,500	157,253	5.17%	23	7,270	164,523
January	2	11	76,725	12	79,028	-	1,500	157,253	5.17%	23	7,270	164,523
January	2	12	79,028	13	81,398	-	1,500	161,926	5.18%	22	7,270	169,196
January	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
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AI Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	23	7,270	179,140
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
uly	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	24	7,270	179,140
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
anuary	2	14	83,839	14	83,839	4,192	-	171,871	1.44%	25	9,693	181,564
								27,763,660			1,025,711	28,789,372
								1,204,497			55,258	1,259,754
								4.54%			5.69%	**4.58%**

July
Step: y
GWI: 2.50%

January
Step: y

		Plus	Total
AI @ Max Grp 1:	$3,973	$1,750	$5,723
AI @ Max Grp 2:	$4,192	$1,750	$5,942
% of Max Step	2.50%		

Off Schedule Payment Below Max: $1,500

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2023-24 - Step On New Schedule for Group 1

I Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
uly	1	1	42,200	1	42,200	-	-	84,399	4.62%	3	0	84,399
uly	1	1	42,200	1	42,200	-	-	84,399	4.62%	3	0	84,399
uly	1	1	42,200	1	42,200	-	-	84,399	4.62%	3	0	84,399
uly	1	3	47,468	3	47,468	-	-	94,935	17.68%	3	0	94,935
uly	1	3	47,468	3	47,468	-	-	94,935	17.68%	3	0	94,935
uly	1	3	47,468	3	47,468	-	-	94,935	17.68%	3	0	94,935
uly	1	3	47,468	3	47,468	-	-	94,935	17.68%	3	0	94,935
anuary	1	1	42,200	3	47,468	-	-	89,667	9.01%	3	0	89,667
anuary	1	1	42,200	3	47,468	-	-	89,667	9.01%	3	0	89,667
anuary	1	1	42,200	3	47,468	-	-	89,667	9.01%	3	0	89,667
anuary	1	1	42,200	3	47,468	-	-	89,667	9.01%	3	0	89,667
uly	1	2	43,887	2	43,887	-	-	87,773	4.69%	3	0	87,773
uly	1	2	43,887	2	43,887	-	-	87,773	4.69%	3	0	87,773
uly	1	3	47,468	3	47,468	-	-	94,935	13.23%	3	0	94,935
anuary	1	3	47,468	4	49,366	-	-	96,834	8.83%	4	0	96,834
anuary	1	3	47,468	4	49,366	-	-	96,834	8.83%	4	0	96,834
anuary	1	3	47,468	4	49,366	-	-	96,834	8.83%	3	0	96,834
anuary	1	3	47,468	4	49,366	-	-	96,834	8.83%	6	0	96,834
anuary	1	4	49,366	5	51,341	-	-	100,707	4.93%	9	0	100,707
anuary	1	4	49,366	5	51,341	-	-	100,707	4.93%	6	0	100,707
anuary	1	4	49,366	5	51,341	-	-	100,707	4.93%	4	0	100,707
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	5	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	4	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	4	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	4	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	4	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	5	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	5	0	98,733
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	7	0	98,733
July	1	2	43,887	2	43,887	-	-	87,773	0.74%	3	0	87,773
July	1	2	43,887	2	43,887	-	-	87,773	0.74%	3	0	87,773
July	1	3	47,468	3	47,468	-	-	94,935	8.96%	3	0	94,935
January	1	2	43,887	3	47,468	-	-	91,354	4.85%	3	0	91,354
July	1	4	49,366	4	49,366	-	-	98,733	4.90%	4	0	98,733
January	1	2	43,887	2	43,887	-	-	87,773	0.74%	3	0	87,773
January	1	4	49,366	5	51,341	-	-	100,707	4.93%	5	0	100,707
January	1	4	49,366	5	51,341	-	-	100,707	4.93%	4	0	100,707
January	1	4	49,366	5	51,341	-	-	100,707	4.93%	5	0	100,707

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2023-24 - Step On New Schedule for Group 1

I Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
anuary	1	4	49,366	5	51,341	-	-	100,707	4.93%	16	5,234	105,941
anuary	1	4	49,366	5	51,341	-	-	100,707	4.93%	4	0	100,707
uly	1	4	49,366	4	49,366	-	-	98,733	4.90%	5	0	98,733
uly	1	4	49,366	4	49,366	-	-	98,733	4.90%	6	0	98,733
uly	1	5	51,341	5	51,341	-	-	102,682	4.97%	9	0	102,682
anuary	1	5	51,341	6	53,394	-	-	104,735	5.00%	6	0	104,735
anuary	1	5	51,341	6	53,394	-	-	104,735	5.00%	5	0	104,735
uly	1	6	53,394	6	53,394	-	-	106,789	5.03%	5	0	106,789
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	9	0	113,281
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	11	2,617	118,119
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	8	0	113,281
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	10	2,617	118,119
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	10	2,617	118,119
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	9	0	115,502
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	16	5,234	120,736
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	8	0	113,281
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	8	0	113,281
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	9	0	113,281
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	10	2,617	118,119
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	11	2,617	115,898
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	11	2,617	115,898
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	11	2,617	118,119
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	19	5,234	120,736
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	23	7,851	121,132
anuary	1	7	55,530	8	57,751	-	-	113,281	5.12%	10	2,617	115,898
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	12	2,617	118,119
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	13	2,617	118,119
uly	1	8	57,751	8	57,751	-	-	115,502	5.14%	11	2,617	118,119
uly	1	9	62,463	9	62,463	-	-	124,927	9.41%	14	2,617	127,544
January	1	8	57,751	9	62,463	-	-	120,214	7.32%	12	2,617	122,831
January	1	8	57,751	9	62,463	-	-	120,214	7.32%	18	5,234	125,448
January	1	8	57,751	9	62,463	-	-	120,214	7.32%	11	2,617	122,831
January	1	9	62,463	10	64,963	-	-	127,426	5.28%	23	7,851	135,277
July	1	10	64,963	10	64,963	-	-	129,926	5.31%	18	5,234	135,160
January	1	9	62,463	10	64,963	-	-	127,426	5.28%	18	5,234	132,660
July	1	10	64,963	10	64,963	-	-	129,926	5.31%	18	5,234	135,160
January	1	9	62,463	10	64,963	-	-	127,426	5.28%	16	5,234	132,660
January	1	9	62,463	10	64,963	-	-	127,426	5.28%	15	5,234	132,660

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2023-24 - Step On New Schedule for Group 1

I Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	18	5,234	135,160
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	22	7,851	135,277
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	18	5,234	135,160
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	17	5,234	132,660
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	14	2,617	130,043
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	15	5,234	132,660
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	17	5,234	132,660
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	17	5,234	135,160
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	18	5,234	132,660
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	18	5,234	135,160
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	17	5,234	132,660
nuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	15	5,234	132,660
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	16	5,234	135,160
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	16	5,234	135,160
uly	1	10	64,963	10	64,963	-	-	129,926	5.31%	18	5,234	135,160
anuary	1	9	62,463	10	64,963	-	-	127,426	5.28%	16	5,234	132,660
anuary	1	10	64,963	11	67,563	-	-	132,525	5.33%	18	5,234	137,759
anuary	1	10	64,963	11	67,563	-	-	132,525	5.33%	18	5,234	137,759
anuary	1	10	64,963	11	67,563	-	-	132,525	5.33%	18	5,234	137,759
anuary	1	10	64,963	11	67,563	-	-	132,525	5.33%	17	5,234	137,759
anuary	1	10	64,963	11	67,563	-	-	132,525	5.33%	18	5,234	137,759
anuary	1	10	64,963	11	67,563	-	-	132,525	5.33%	17	5,234	137,759
uly	1	12	70,263	12	70,263	-	-	140,527	5.40%	22	7,851	148,378
anuary	1	11	67,563	12	70,263	-	-	137,826	5.38%	22	7,851	145,677
uly	1	12	70,263	12	70,263	-	-	140,527	5.40%	23	7,851	148,378
uly	1	12	70,263	12	70,263	-	-	140,527	5.40%	19	5,234	145,761
anuary	1	12	70,263	13	72,374	-	-	142,637	4.91%	19	5,234	147,871
uly	1	13	72,374	13	72,374	-	-	144,747	4.44%	22	7,851	152,598
anuary	1	12	70,263	13	72,374	-	-	142,637	4.91%	19	5,234	147,871
anuary	1	12	70,263	13	72,374	-	-	142,637	4.91%	19	5,234	147,871
uly	1	13	72,374	13	72,374	-	-	144,747	4.44%	23	7,851	152,598
uly	1	14	74,543	14	74,543	-	-	149,087	4.46%	23	7,851	156,938
uly	1	14	74,543	14	74,543	-	-	149,087	4.46%	20	7,851	156,938
January	1	13	72,374	14	74,543	-	-	146,917	4.45%	25	10,468	157,385
July	1	15	76,777	15	76,777	-	-	153,554	4.49%	25	10,468	164,022
July	1	15	76,777	15	76,777	-	-	153,554	4.49%	22	7,851	161,405
July	1	15	76,777	15	76,777	-	-	153,554	4.49%	22	7,851	161,405
January	1	14	74,543	15	76,777	-	-	151,320	4.48%	23	7,851	159,171

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2023-24 - Step On New Schedule for Group 1

I Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
ly	1	15	76,777	15	76,777	-	-	153,554	4.49%	24	7,851	161,405
ly	1	15	76,777	15	76,777	-	-	153,554	4.49%	23	7,851	161,405
nuary	1	14	74,543	15	76,777	-	-	151,320	4.48%	22	7,851	159,171
nuary	1	14	74,543	15	76,777	-	-	151,320	4.48%	23	7,851	159,171
nuary	1	14	74,543	15	76,777	-	-	151,320	4.48%	23	7,851	159,171
ly	1	15	76,777	15	76,777	-	-	153,554	4.49%	23	7,851	161,405
nuary	1	14	74,543	15	76,777	-	-	151,320	4.48%	25	10,468	161,788
nuary	1	15	76,777	16	81,454	-	-	158,231	6.10%	24	7,851	166,082
nuary	1	15	76,777	16	81,454	-	-	158,231	6.10%	24	7,851	166,082
nuary	1	15	76,777	16	81,454	-	-	158,231	6.10%	24	7,851	166,082
nuary	1	15	76,777	16	81,454	-	-	158,231	6.10%	25	10,468	168,699
nuary	1	15	76,777	16	81,454	-	-	158,231	6.10%	24	7,851	166,082
ly	1	16	81,454	16	81,454	-	-	162,908	7.67%	25	10,468	173,376
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	24	7,851	174,831
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	24	7,851	174,831
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	24	7,851	174,831
anuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
anuary

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS
TENTATIVE AGREEMENT

2023-24 - Step On New Schedule for Group 1

I Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
nuary	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	1	16	81,454	16	81,454	4,073	-	166,980	2.50%	25	10,468	177,448
ly	2	4	60,345	4	60,345	-	-	120,690	5.21%	6	0	120,690
ly	2	6	65,268	6	65,268	-	-	130,535	5.31%	12	2,691	133,226
ly	2	7	67,880	7	67,880	-	-	135,759	5.36%	23	8,073	143,832
anuary	2	6	65,268	7	67,880	-	-	133,147	5.34%	16	5,382	138,529
anuary	2	6	65,268	7	67,880	-	-	133,147	5.34%	18	5,382	138,529
anuary	2	7	67,880	8	70,594	-	-	138,474	5.38%	18	5,382	143,855
anuary	2	7	67,880	8	70,594	-	-	138,474	5.38%	17	5,382	143,855
uly	2	8	70,594	8	70,594	-	-	141,188	5.40%	22	8,073	149,260
anuary	2	7	67,880	8	70,594	-	-	138,474	5.38%	19	5,382	143,855
uly	2	9	73,418	9	73,418	-	-	146,835	5.45%	18	5,382	152,217
anuary	2	8	70,594	9	73,418	-	-	144,012	5.43%	22	8,073	152,084
anuary	2	10	76,353	11	78,643	-	-	154,996	5.00%	25	10,763	165,759
uly	2	11	78,643	11	78,643	-	-	157,286	4.52%	23	8,073	165,359
uly	2	12	81,004	12	81,004	-	-	162,007	4.55%	25	10,763	172,771
anuary	2	11	78,643	12	81,004	-	-	159,647	4.54%	23	8,073	167,719
anuary	2	11	78,643	12	81,004	-	-	159,647	4.54%	23	8,073	167,719
uly	2	12	81,004	12	81,004	-	-	162,007	4.55%	24	8,073	170,080
uly	2	12	81,004	12	81,004	-	-	162,007	4.55%	24	8,073	170,080
anuary	2	11	78,643	12	81,004	-	-	159,647	4.54%	23	8,073	167,719
uly	2	13	85,935	13	85,935	-	-	171,871	7.72%	24	8,073	179,943
uly	2	13	85,935	13	85,935	-	-	171,871	7.72%	24	8,073	179,943
anuary	2	12	81,004	13	85,935	-	-	166,939	6.16%	24	8,073	175,012
anuary	2	12	81,004	13	85,935	-	-	166,939	6.16%	24	8,073	175,012
anuary	2	13	85,935	13	85,935	-	-	171,871	6.14%	23	8,073	179,943
anuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931

DIVISION OF CRIMINAL JUSTICE ASSISTANT STATE'S ATTORNEYS & SUPERVISORY ASST. STATE'S ATTORNEYS TENTATIVE AGREEMENT

2023-24 - Step On New Schedule for Group 1

l Month	Group	Step	July to Dec	Step	Jan to June	AI @ Max	Off Sched $	Annual	Incr.	YOS	Long ($ X2)	Total Salary
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	24	8,073	184,240
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
ly	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
nuary	2	13	85,935	13	85,935	4,297	-	176,167	2.50%	25	10,763	186,931
								29,008,636			1,238,433	30,247,069
								1,244,975			212,722	1,457,697
								4.48%			20.74%	**5.06%**

July
Step: y
GWI: 2.50%

January
Step: Y

Total without Longevity: 15.84%
Total With Longevity 16.49%

	Plus	Total
AI @ Max Grp 1: $4,073	$0	$4,073
AI @ Max Grp 2: $4,297	$0	$4,297
% of Max Step 2.50%		

Off Schedule Payment Below Max: $0

State of Connecticut
DIVISION OF CRIMINAL JUSTICE

OFFICE OF
THE CHIEF STATE'S ATTORNEY

RICHARD J. COLANGELO, JR.
CHIEF STATE'S ATTORNEY

300 CORPORATE PLACE
ROCKY HILL, CONNECTICUT 06067
PHONE (860) 258-5800 FAX (860) 258-5858

March 21, 2022

Office of Labor Relations
Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106

Re: Submission Package
Connecticut State Employees Association, SEIU Local 2001 (Police Inspectors Council)

To Who It May Concern:

Please accept this submission of documentation, from the Division of Criminal Justice, as requested in your communication dated March 15, 2022. Enclosed are twenty (20) packets which include the following for The Connecticut State Employees Association, SEIU Local 2001 (Police Inspectors Council):

1. Signed Tentative Agreement (TA)
2. Supersedence Appendix
3. Cost Sheets

Should there be any questions related to these submissions, please contact our Labor Relations Administrator, AnneMarie Paone-Mullin at 860-258-3300.

Very truly yours,

JOHN J. RUSSOTTO
DEPUTY CHIEF STATE'S ATTORNEY
for Administration, Personnel & Finance

JJR/jc
Enclosures

TENTATIVE AGREEMENTS

FOR A SUCCESSOR AGREEMENT

TO THE 2016-2021 COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT

DIVISION OF CRIMINAL JUSTICE

and

THE CONNECTICUT STATE EMPLOYEES ASSOCIATION
SEIU Local 2001
(Police Inspectors Council)

DIVISION PROPOSAL #13 – *Modified* - *TENTATIVE AGREEMENT ON 12/17/2021*

ARTICLE 25 - TRANSFERS

DIVISION PROPOSAL:

Section 2. Vacancies. Notice of vacancies to be filled in the bargaining unit shall be posted division-wide. A concurrent notice will be sent to the Union's Council President. Notice shall remain posted for ten (10) work days from the date of the initial posting. Interested employees must submit applications within ten (10) days of the initial posting. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this posting and may interview external applicants at any time in the process.

An employee may apply for a transfer or promotion to a vacancy by putting his/her request in writing to the Chief State's Attorney, or as otherwise designated on the posting. Provided that an employee who applies is qualified for the vacancy, the employee shall be interviewed for the vacant position. It is understood that newly hired employees serving their initial six (6) month probationary period or any extension thereof pursuant to Article 10 shall not be eligible to apply for transfer or promotion to another vacancy. If one or more internal candidates apply for transfer or promotion to a vacancy in response to a posting, the Division must select an internal candidate prior to appointing an external candidate unless the internal candidate is not qualified for the vacancy because of a demonstrable lack of particular necessary skill set forth in the job posting which cannot be acquired with reasonable training within a **thirty (30) working day period.** ~~forty-five (45) calendar day period.~~ The Division shall have the sole discretion to select the successful candidate for the position. If an internal employee is not selected, a written explanation shall be given to the employee spelling out the reason why he/she was not selected. Denial of a request for appointment to a vacancy shall not be subject to review under Article 9 for any reason whatsoever.

When a vacancy is filled by an internal candidate from another Duty Station, the employee's transfer or promotion shall be subject to a ~~three-month working~~ **thirty (30) working day** test period. During that working test period, either the employee, or the Division, may determine that the position to which he/she was transferred or promoted is not a good fit and the employee shall be returned to his/her prior position. The determination of good fit shall not be subject to review under Article 9 for any reason whatsoever. In the event that an employee is returned to his/her prior position, the Division, in its sole discretion, shall have the right to determine whether the position will be filled by an internal or external candidate. Such determination shall not be subject to review under Article 9 for any reason whatsoever.

DIVISION PROPOSAL #14 - *TENTATIVE AGREEMENT ON 12/17/2021*

ARTICLE 31- MISCELLANEOUS

DIVISION PROPOSAL:

Section 11. Cellular Phones. The Division shall provide to each Inspector and Supervisory Inspector a cellular phone. ~~with two way communication and paging capacity.~~ The Division policy concerning use of this type of equipment, including the prohibition on personal use, shall apply to the cellular telephones issued pursuant to this Agreement.

DIVISION PROPOSAL #4 - *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 9 - GRIEVANCE PROCEDURE

DIVISION PROPOSAL:

Section 6. The Grievance Procedure.

> **Step I. State's Attorney or Deputy Chief State's Attorney.** A grievance may be submitted within the thirty (30) day period specified in Section 4 to the State's Attorney or the Deputy Chief State's Attorney, as appropriate. A meeting between the State's Attorney or Deputy Chief State's Attorney **or designee**, as appropriate, and the aggrieved employee and his representative shall be held to discuss the grievance. A written response shall be issued within twenty-one (21) days after receipt of the grievance.

DIVISION PROPOSAL #5- *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 9 - GRIEVANCE PROCEDURE

DIVISION PROPOSAL:

Section 11. Arbitration.

> (a) **Submission**. Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief State's Attorney or his designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by

letter, with the grievance attached, to the Director of the CSEA.

(b) **Selection.** The parties shall continue to utilize a panel of three (3) mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:

(i) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. For the duration of the 2016-2021 Agreement, the panel shall consist of the following arbitrators, who are listed in alphabetical order:

Richard Boulanger

Jeffrey Selchick

~~(A third arbitrator may be designated by mutual agreement.)~~

Michael Ricci

Modifications to the panel may be made at any time by mutual agreement of the Division and the Union.

(ii)If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected unless the parties agree to waive the sixty-day time limit.

DIVISION PROPOSAL #6- ***TENTATIVE AGREEMENT ON 1/7/2022***

ARTICLE 11 - SERVICE RATINGS

DIVISION PROPOSAL:

Section 1. The annual service ratings shall be completed approximately two (2) months and not less than one month prior to the employee's annual increase date. The employee shall be rated on a form developed by the Division and mutually agreed to by the Union pursuant to Labor Management Committee discussions. A service rating will be conducted by the employee's immediate supervisor. When an employee is rated "unsatisfactory" or as otherwise agreed to by the parties in Labor Management Committee discussions, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of "unsatisfactory" 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 and prior to its submission to the Chief State's Attorney.

There shall be at least two overall ratings: "satisfactory" or "unsatisfactory". An employee receiving an overall "unsatisfactory" evaluation shall not receive an annual increment.

As mentioned above, as soon as practicable following the execution of the ~~2016-2021~~ **2021-**

2025 collective bargaining agreement, the parties have agreed to meet as a Labor Management Committee to develop a mutually agreed evaluation form for inspectors, ~~senior inspectors~~ and supervisory inspectors and the implementation of an interactive evaluation process, including a requirement for a performance improvement plan for anyone who receives a rating of an "overall unsatisfactory." The agreed upon process and form shall be implemented **as soon as practicable.** ~~in April, 2018.~~

DIVISION PROPOSAL #9 - *TENTATIVE AGREEMENT ON 1/7/2022*

For Housekeeping Purposes Only - Consistent with MOU

ARTICLE 18 - COMPENSATORY TIME OFF

DIVISION PROPOSAL:

Section 1. Definition. ~~For purposes of this Agreement, compensatory time off is defined as leave time related to the number of hours an employee worked in excess of the standard workweek providing, however, that such additional hours worked have been accrued in accordance with this Article.~~

(a) **For purposes of this Agreement, "Non-FLSA Compensatory Time Off" is defined as leave time earned and accrued for hours actually worked beyond the normal thirty-five (35) hour workweek through forty (40) hours actually worked in a one (1) week working period. Non-FLSA Compensatory Time Off shall be earned and accrued on a straight time, hour for hour basis for actual hours worked up to and including forty (40) hours.**

(b) **For purposes of this Agreement, "FLSA Compensatory Time Off" is defined as leave time earned and accrued for hours actually worked beyond forty (40) hours in a one (1) week working period. FLSA Compensatory Time Off shall be earned and accrued at a rate of time and one half for each hour actually worked beyond forty (40) hours in a one (1) week working period.**

(c) **For purposes of this Agreement, "one (1) week working period" is defined as the seven (7) day period beginning at 12:01 AM every Friday morning and ending at 11:59 PM of the following Thursday evening.**

(d) **For purposes of determining the extent to which an employee has earned non-FLSA or FLSA compensatory time off under the terms of this Agreement, an employee's use of any previously accrued paid leave time including but not limited to sick leave, including family sick leave, vacation leave, funeral leave, personal leave and non-FLSA compensatory time off or FLSA compensatory time off, during the one (1) week working period shall not be included in any**

calculation of "actual hours worked" or "hours actually worked" in accordance with this Article. Contractually recognized holidays will be included in any calculation of "actual hours worked" or "hours actually worked."

(e) **For purposes of determining the extent to which an employee has earned non-FLSA or FLSA compensatory time off under the terms of this Agreement, any time served by an employee for a disciplinary suspension during the one (1) week working period shall not be included in any calculation of "actual hours worked" or "hours actually worked" in accordance with this Article.**

(f) **For purposes of determining the extent to which an employee has earned non-FLSA or FLSA compensatory time off under the terms of this Agreement, any time served by an employee for paid administrative leave during the one (1) week working period shall not be included in any calculation of "actual hours worked" or "hours actually worked" in accordance with this Article.**

Section 2. Accrual.

(a) An employee ~~may elect to~~ **shall** accrue compensatory time off if ~~he is~~ required **and authorized** by ~~his~~ **a** Supervisor to work at his regular place of employment on a legal holiday. For the purpose of the above sentence, the term "employee" shall be defined to include all bargaining unit employees.

(b) ~~No employee may earn compensatory time off on occasions other than those listed in 2(a) unless:~~

~~(1) the employee is specifically directed and required, at the invitation of a judge, supervisor, or other authorized official, to perform work in excess of his standard workweek;~~

~~(2) the supervisor, upon request of the employee, approves in writing compensatory time off for work already performed. It is further provided that compensatory time shall not accrue for work performed at an employee's place of residence.~~

No employee may earn non-FLSA or FLSA compensatory time off on occasions other than those listed in 2(a) unless:

(1) **The employee is specifically directed and required to perform work in excess of his/her standard workweek by the Chief State's Attorney, a Deputy Chief State's Attorney, a Supervisory Assistant State's Attorney, a State's Attorney, or a Chief Inspector.**

(2) **Any non-FLSA compensatory time off and/or FLSA compensatory time off must comply with the administrative**

procedures set forth in the Division's Compensatory Time Policy as same may be reasonably amended from time to time with notice to the Union and its members.

(c) Grace Period. Compensatory time may not be elected/accrued for consecutive worktime, otherwise claimable under this Article of less than fifteen (15) minutes.

(d) Measurement. Compensatory time shall be measured to the nearest ~~half-hour~~ **quarter-hour increment**.

(e) Compensatory time shall not accrue for time spent by an employee attending a workshop, conference or training activity which the employee requested or elected to attend.

(f) No employee shall be permitted to accrue more than four hundred eighty (480) hours of compensatory time at any time. Once the four hundred eighty (480) hour maximum is reached, an employee will be compensated at the applicable rate of pay for such additional hours worked in accordance with the regular biweekly payroll cycle. Additional hours worked between 35 and 40 during a one (1) week working period shall be paid at the applicable straight time rate of pay. Additional hours worked beyond 40 hours during a one (1) week working period shall be paid at the applicable time and one half rate of pay.

Section 3. Taking and Lapse of Compensatory Time. ~~Compensatory time earned during the first nine (9) months of a calendar year will lapse unless it is taken not later than the end of the calendar year in which it was earned. Compensatory time earned during the last three (3) months of a calendar year will lapse unless it is taken not later than the end of the first calendar year after which it was earned. Exceptions to these time limits may be made in extraordinary circumstances but only with the express written approval of the Chief State's Attorney or his designee.~~ **(a) An employee shall be permitted to use compensatory time off on the date and times requested unless doing so would unduly disrupt the operations of the Division. Compensatory time may be taken in quarter-hour increments. The "Comp. Time Year" shall begin on the first day of the second pay period in June and shall end on the last day of the first pay period of the following June. As an example, the Comp. Time Year for fiscal year 2022 will begin on Friday, June 4, 2021 and will end on Thursday, June 2, 2022. Any non-FLSA and/or FLSA compensatory time off earned and accrued, and not used, during the Comp. Time Year shall be paid out to the employee, at the employee's hourly rate. The Comp. Time Payout shall be included with the paycheck corresponding to the first pay period of June in any year. Each inspector's compensatory time account will have a zero balance after payout. The only exception to the zero balance will be for those inspectors with less than two years of service who have been approved to carry over up to seventy (70) hours, as set forth below in (b).**

(b) Any inspector, who has, or will have, less than two (2) years of service as an inspector with the Division, as calculated from their date of hire as an inspector, as of the first pay period end in June in any year, may, at their sole discretion, elect to retain up to seventy (70) hours of any accrued compensatory time in lieu of the payout set forth above. This election to retain the accrued compensatory time must be submitted by the employee, in writing, to the Division's Director of Human Resources no later than May 1 of that same year. As a result of this written election, the Division will allow the employee to carry over the accrued time up to seventy (70) hours into the Comp. Time. Year and such time will not be paid out. This election may be utilized for a maximum of two (2) times. Failure by the employee to timely submit the written election by May 1 will result in the compensatory time being paid out as set forth above and the employee will not be able to carry over any accrued but unused compensatory time into the subsequent Comp. Time Year. After two (2) years, the employee will be paid out for any accrued but unused compensatory time as set forth above. This provision shall not apply to any employee hired by the Division who immediately prior to being hired by the Division was an employee of the State of Connecticut.

Section 4. Reporting. When compensatory time off is earned or taken it must be reported on the attendance report submitted to the Office of the Chief State's Attorney.

DIVISION PROPOSAL #10 - *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 19 - VACATION

DIVISION PROPOSAL:

~~**Section 5.** The number of vacation hours accrued by a state employee who held a position in State service immediately prior to the date he/she transfers into the Division of Criminal Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records.~~

Note: Duplicative of Section 6(d).

DIVISION PROPOSAL #17 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

APPENDIX B - MEMORANDA OF AGREEMENT

DIVISION PROPOSAL:

~~**RE: Article 18, Compensatory Time Off**~~

~~As soon as practicable following the execution of this 2016-2021 collective bargaining agreement, the Division and the Union shall meet through Labor Management Committee discussions to resolve any and all outstanding issues related to the provisions of Article 18 regarding compensatory time, including but not limited to time accrued by firearms instructors as set forth above in this Appendix B or possible alternatives to same.~~

DIVISION PROPOSAL #18 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

APPENDIX B - MEMORANDA OF AGREEMENT

DIVISION PROPOSAL:

~~**RE: Job Security**~~

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

~~1. Protection from loss of employment is for permanent employees and does not apply to:~~

- ~~employees in the initial probationary period established under Article 10 of the collective bargaining agreement;~~
- ~~expiration of a temporary or durational appointment;~~
- ~~termination of grant or other outside funding specified for a particular position.~~

~~2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 14. An employee who is laid off under the rules of the collective bargaining agreement because of the refusal of an offered position will not be considered a layoff for purposes of this Memorandum of Agreement. Prior to implementing restructuring or elimination of a position(s), the Division shall meet and confer with the Union regarding the appropriate means of complying with the Division's obligation to provide job security.~~

~~3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017- June 30, 2021 period~~.

DIVISION PROPOSAL #19 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

DIVISION PROPOSAL:

~~**RE: Furlough Days**~~

~~In accordance with the SEBAC framework, all employees are to take three (3) unpaid furlough days during Fiscal Year 2017-2018.~~

~~For the employees in this bargaining unit, this shall be accomplished as follows:~~

~~1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).~~

~~2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 19 of the collective bargaining agreement.~~

~~3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.~~

~~4. There shall be no compensation for unused furlough days under any circumstances.~~

DIVISION PROPOSAL #20 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

Universal Change - Personnel Officer should be changed to Human Resources Director.

DIVISION PROPOSAL #25 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

ARTICLE 27 – SAVINGS CLAUSE

DIVISION PROPOSAL:

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall be handled as provided under **the State Employee Relations Act.** ~~Public Act 75-566 as amended~~.

DIVISION PROPOSAL #26- *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

ARTICLE 28 – RETIREMENT

DIVISION PROPOSAL:

Section 2. Hypertension or Heart Disease.

(a) The presumption contained in C.G.S. Section 5-145c shall also apply to unit employees who successfully passed the type of physical examination mentioned in said statute on entry into prior service in any federal law enforcement agency.

(b) Employees hired on or after the date of approval of this Agreement who are not protected by C.G.S. Section 5-145c ~~as most recently amended by P.A. 78-280~~ shall be

required, as a condition of hire and a condition of employment, to undergo a physical examination, including but not limited to, an examination for hypertension and heart disease. If such examination fails to reveal any evidence of such condition the presumption of C.G.S. Section 5-145c shall apply. The result of the examination shall be noted in the employee's personnel record.

DIVISION PROPOSAL #1 - *TENTATIVE AGREEMENT ON 1/27/2022*
For Housekeeping Purposes Only

ARTICLE 2 - RECOGNITION

DIVISION PROPOSAL:

The Division of Criminal Justice of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive representative of the employees in permanent positions regularly working twenty (20) or more hours per week in the job titles Inspector, ~~Senior Inspector~~ **[UNIVERSAL DELETION]** and Supervisory Inspector, but excluding Chief Inspector as certified by the State Labor Relations Board in Case No. SE-4705.

Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certification above cited and shall not apply to employees who are paid on a temporary payroll. Persons otherwise eligible serving a working test period are included.

DIVISION PROPOSAL #3 - *TENTATIVE AGREEMENT ON 1/27/2022*
For Housekeeping Purposes Only

ARTICLE 8 - UNION RIGHTS

DIVISION PROPOSAL:

Section 1. Within ninety (90) days of the execution of this Agreement, the Union will furnish the Employer with a complete list of officers designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each union-officer or group of union officers, provided that the jurisdiction of each officer shall be limited to such geographical boundaries as are mutually agreed. The Union shall send this list to the Division's Director of ~~Human Resources~~ **Labor Relations** at least annually on or about July 1 of each calendar year, and, in addition, shall notify the Employer whenever there is a change in Union officers or assignments.

DIVISION PROPOSAL #8 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 14 - REDUCTION IN FORCE

DIVISION PROPOSAL:

Section 7. Reemployment.

(a) The Division shall restore to an Inspector or Supervisory Inspector who was laid off

and returns to work within twelve (12) months of the date of the layoff, any accrued sick leave as of the date on which the employee was laid off.

(b) An Inspector or Supervisory Inspector who is laid off shall be paid for any compensatory time which cannot be scheduled prior to layoff. ~~and had not lapsed pursuant to Article 18, Section 3 as of the date on which the employee was laid off.~~

The Division shall permit an **inspector, who, at the time of layoff, has less than two (2) years of service as an inspector with the Division, as calculated from their date of hire as an inspector,** ~~Inspector or Supervisory Inspector~~ who was paid for such compensatory time at the time of layoff, and returns to work within twelve (12) months of the date of the layoff, to repurchase all the accrued compensatory time which was paid to ~~him/her~~ **them** at the time of layoff. No partial repurchase will be allowed.

Payment for such accrued compensatory time leave shall be made by check payable to the Treasurer, State of Connecticut in one lump sum amount. If the employee makes such repayment, his/her compensatory time shall be restored.

The election to purchase compensatory time must be made in writing, to the Division ~~Personnel Officer~~ **Labor Relations Administrator**, at the same time as the employee accepts the offer of reemployment. The Division will then calculate the payment due and notify the employee of said amount in writing. Payment of the full amount due shall be transmitted to the ~~Personnel Officer~~ **Labor Relations Administrator** not later than the first payday following the employee's return to work.

(c) The Division shall permit an Inspector or Supervisory Inspector who was laid off, was paid for accrued, unused vacation at the time of layoff, and returns to work within twelve (12) months of the date of the layoff, to repurchase all the accrued vacation leave which was paid to him/her at the time of layoff. No partial repurchase will be allowed.

Payment for such accrued vacation leave shall be made by check payable to the Treasurer, State of Connecticut in one lump sum amount. If the employee makes such repayment, his/her vacation leave balance shall be restored to the number of hours to his/her credit at the time of his/her layoff

The election to purchase vacation must be made in writing, to the ~~Division Personnel Officer~~ **Director of Human Resources**, at the same time as the employee accepts the offer of reemployment. The Division will then calculate the payment due and notify the employee of said amount in writing. Payment of the full amount due shall be transmitted to the ~~Personnel Officer~~ **Director of Human Resources** not later than the first payday following the employee's return to work.

DIVISION PROPOSAL #11 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 - SICK LEAVE - LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 6. Medical Certificate. (a) For the following reasons **Form P33A, which is the** ~~an~~ acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, ~~may~~ **shall** be required of an employee by the Office of the Chief State's Attorney or by an employee's Supervisor to substantiate a request for sick leave or special leave of absence with pay;

(1) any period of absence consisting of more than five (5) consecutive working days.

(b) For the following reasons an acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, may be required of an employee by the Office of the Chief State's Attorney or by an employee's Supervisor to substantiate a request for sick leave or special leave of absence with pay;

del 3.17.22
JML 3/17/2022

(1) to support request for sick leave during annual vacation;

(2) when excessive absenteeism or other circumstances indicate reasonable cause for requiring such a certificate.

The Office of the Chief State's Attorney may have a physician make a further examination **under both (a) and (b) above.** .

DIVISION PROPOSAL #22 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 – SICK LEAVE –LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 5. Advanced Sick Leave.

(a) No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Chief State's Attorney. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current accruals**, and any available compensatory time**. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment in state service.

(b) The advanced sick leave which may be granted shall be on the basis of one (1) day at full pay for each completed year of full-time service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

(c) Any such advanced sick leave as may be granted shall be repaid by an equal charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required, however, until the employee has

first accrued five (5) days of sick leave following his/her return to duty.

DIVISION PROPOSAL #23- *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 – SICK LEAVE –LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 8. Leave of Absence Without Pay.

(a) (1) If an employee has exhausted all available vacation and personal leave, **compensatory time, and any leave available under FMLA or the SEBAC Agreement**, a leave of absence without pay for the protection or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the appointing authority or any authorized committee thereof for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such leave may be extended beyond one (1) year by the **Chief's State's Attorney.** ~~appointing authority or any authorized committee thereof~~. **If such leave is granted, the employee's specific position and assignment may not be held open based on operational needs in the sole discretion of the Chief State's Attorney or his/her designee, unless otherwise required by law.**

(2) Upon expiration of paid leave for disability resulting from pregnancy, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the **Chief State's Attorney,** ~~appointing authority or any authorized committee thereof~~, be extended beyond the six (6) month period with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief State's Attorney.

DIVISION PROPOSAL #24 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 – SICK LEAVE –LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 15. The parties agree to be bound by Section 5-248a of the General Statutes, **and any other applicable state or federal law** concerning family and medical leave, and its appurtenant regulations, and any amendments thereto.

UNION PROPOSAL # 12 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 31- MISCELLANEOUS

Section 1. Equipment.

During the life of this Agreement the Division of Criminal Justice will not increase the cost of equipment to the employees. **There will be an Equipment sub-committee of the Labor Management Committee. The sub-committee will meet biannually, or more frequently if requested for a legitimate purpose, to discuss inspector equipment and recommend any changes to such equipment to improve quality, function, efficiency, and safety. The following equipment will be provided by the Division, as may be amended by mutual agreement of the parties: A firearm, a holster, Oleoresin Capsicum (Pepper Spray), a ballistic vest, a tactical flashlight, handcuffs, a handcuff case, ammunition, and a magazine holder.** ~~The Employer agrees to provide the following items of equipment: gun, holster, ammunition and handcuffs. The Employer shall determine, after consultation with the Union, the specification for such equipment,~~ It is understood that the Employer need not provide the above items to its employees who already have them.

DIVISION PROPOSAL #16 - *TENTATIVE AGREEMENT ON 2/15/2022*
For Housekeeping Purposes Only

APPENDIX B - MEMORANDA OF AGREEMENT

DIVISION PROPOSAL:

RE: Firearms Instructors

~~1. Inspectors who serve as firearms instructors shall accrue one hour of compensatory time off for each hour they conduct firearms training with members of the Inspectors' bargaining unit.~~

~~2. The conducting of firearms training is within the scope of an Inspector's current job description.~~

~~3. Any assignment to conduct firearms training must be approved in advance by a Chief Inspector.~~

~~4. Nothing in this agreement shall amend or modify the provisions of the collective bargaining agreement concerning compensatory time accrual and use.~~

Should the Division decide to have its inspectors serve as firearms instructors in the future, the parties will meet to discuss any substantial secondary impacts, including compensation issues, associated with that decision.

DIVISION PROPOSAL #2 - *TENTATIVE AGREEMENT ON 2/15/2022*

ARTICLE 3 - NON-DISCRIMINATION

DIVISION PROPOSAL:

Section 1. The parties agree that neither party shall discriminate against any employee on the basis of race, color, religious creed, sex **(including pregnancy, sexual harassment, transgender status, sexual orientation or civil union status, and gender identity or expression)** age, national origin, ancestry, marital status, physical disability including, but not limited to, blindness, learning disability, intellectual disability, present or past history of mental disability, genetic information, military service, **workplace hazards to reproductive systems, criminal record (in state employment and licensing)** veteran status or lawful political activity.

DIVISION PROPOSAL #12- *TENTATIVE AGREEMENT ON 2/15/2022*

ARTICLE 20 - SICK LEAVE - LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 7. Exhaustion of Leave. Any eligible employee in the Division absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, **compensatory time,** vacation leave including current accrual, personal leave days, advanced sick leave, when applicable, and for sick leave bank days when applicable, and who thereafter does not return to duty, will receive no further compensation.

Counter to Union Proposal 2:

Add the following to Appendix B

- Racial Justice

The parties will meet and discuss policies to promote racial justice. These discussions may include, but not be limited to, recruitment, training – including implicit bias training -- promotion, and maintaining a workplace where racial justice is encouraged. These discussions shall not be deemed collective bargaining, nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining.

- **Counter to Union Proposal 4: Add to Article 31**

In any office with three (3) or more inspectors, one of those positions will be allocated as a supervisory inspector position. For purposes of this provision only, within the Chief States Attorney's Office, an "office" shall be any bureau or unit, or set of bureaus or units, which is

under the direction of a specific supervisory assistant state's attorney.

DIVISION PROPOSAL #15 - *TENTATIVE AGREEMENT ON 2/24/2022*

ARTICLE 32 - DURATION

DIVISION PROPOSAL:

Section 1. Except as otherwise provided, this Agreement shall be effective July 1, ~~2016~~**2021**, through June 30, ~~2021~~**2025**.

Section 2. Negotiations for a successor agreement shall commence in August, **20240**. Initial Union proposals for changes in the Agreement shall be submitted on or before the third week of September, **20250**. The parties may, by mutual agreement, commence negotiations on a different date.

Section 3. Reopener. Notwithstanding Sections 1 and 2, there shall be a reopener to negotiate general wage increases, steps, and lump sum in lieu of steps, if any, to be effective during the 2024-2025 contract year. Negotiations with respect to such issue shall commence in August, 2023. Initial Union proposals with respect to those issues shall be submitted on or before the third week of September, 2024. The parties may, by mutual agreement, commence negotiations on a different date. del 3.17.22 JML 3/17/2022

UNION PROPOSAL # 9 - *TENTATIVE AGREEMENT ON 2/24/2022*

ARTICLE 19 - VACATION-PERSONAL-MILITARY LEAVE

Section 2. Accrual of Vacation Time.

(a) Eligible employees and who are on the thirty-five (35) hour per week Division of Criminal Justice payroll **who have completed less than ten (10) years of service** shall accrue ~~5.834 vacation hours per month for each completed month of continuous full-time service except that employees who have completed three (3) years of service shall accrue~~ eight and three-quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service and employees who have completed ten (10) years of service shall accrue eleven and two-thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.

WAGE FRAMEWORK

ARTICLE 16 - COMPENSATION

Section 1. Base Salary Increases.

(a) ~~There shall be no increase in base annual salaries for the first three years of this Agreement (FY 16-17, 17-18, and 18-19).~~ **Effective and retroactive to March 31, 2022,** ~~During the 2018-2019 contract year, all~~ employees shall receive a lump sum pensionable bonus payment of two thousand **five hundred** dollars $**2500**~~2,000 in July, 2018~~. Eligible employees are those who were on the active payroll as of that date. **Effective approximately July 14, 2022, employees shall receive a lump sum pensionable bonus of one thousand dollars $1000.**

(b) Effective the pay period including July 1, ~~2019~~**2021**, the base annual salary for all employees shall be increased by ~~three~~ **two** and one-half percent **(2.5%)** ~~(3.5%)~~. Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive payment through their date of departure.

(c) Effective the pay period including July 1, ~~2020~~ **2022**, the base annual salary for all employees shall be increased by ~~three~~ **two** and one-half percent **(2.5%)** ~~(3.5%)~~.

(d) Effective the pay period including July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

Section 2. Salary Allocation. The classification of DCJ Inspector shall be allocated to Salary Groups 27 and 29. The structure of the DCJ Inspector position will be 27-1 through 27-7 and 29-6 through 29-10. The classification of Supervisory Inspector shall be allocated to Salary Group 31. The classification of Supervisory Inspector shall be allocated to Salary Group 31 with ten steps 31-1 through 31-10.

Section 3. Salary Structure.

(a) Inspectors shall be advanced along the pay grades and structure on his/her anniversary date for receipt of an annual increment in those years for which annual increments are provided by Section 4 of this Article. The condition precedent to advancement shall be satisfaction of the requirements for the receipt of an annual increment, in accordance with the provisions of Article 11.

(b) Pursuant to his/her statutory authority and subject to his/her discretion, the Chief State's Attorney may, where operating needs require, promote qualified Inspectors to Supervisory Inspector positions. Inspectors so promoted shall be upgraded in accordance with existing practice as follows. Upon promotion, the employee shall be placed on the salary schedule in the new salary group at a step equal to or greater than the sum of the employee's current salary plus the annual increment for the new salary grouping. This shall not affect the promotional employee's entitlement to an annual increment on the next annual increment date.

In accordance with the provisions of Article 10, the promotional working test period for the Supervisory Inspector classification shall be three (3) months. Permanent employees in said classification may be demoted by the Chief State's Attorney upon written notice stating the reasons therefor. Such demotion shall be grievable and arbitrable. Notwithstanding the provisions of Article 13, in any arbitration concerning a demotion, the arbitrator shall not substitute his/her judgment for that of the Chief State's Attorney unless it can be shown that the decision to demote was arbitrary and capricious.

The Chief State's Attorney may, where operating needs require, designate qualified Inspectors to perform temporary service in the Supervisory Inspector classification. An Inspector who is assigned to perform such temporary service shall, commencing with the thirty-first (31st) consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the Supervisory Inspector classification as if promoted thereto. This provision shall have no adverse impact on permanent appointments to the Supervisory Inspector classification, as established herein. No person may serve in such temporary capacity for more than ninety (90) calendar days, except that two (2) additional ninety (90) calendar day periods may be served with the written consent of the Union which shall not be unreasonably denied.

Section 4. Annual Increments.

(a) ~~There shall be no annual increments during the first three years of this Agreement (FY 16-17, 17-18, and 18-19).~~ **Employees will be eligible for and receive annual increments during the 2021-2022 contract year in accordance with existing practice. Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive payment through their date of departure**

(b) Employees will be eligible for and receive annual increments during the ~~2019-2020~~ **2022-2023** contract year in accordance with existing practice.

(c) Employees will be eligible for and receive annual increments during the ~~2020-2021~~ **2023-2024** contract year in accordance with existing practice.

Section 5. Longevity.

(a) 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 has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.

(b) For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:

(1) The schedule for longevity payments shall be determined in accordance

with the practice in effect prior to this ~~2016-2021~~ **2021-2025** Agreement. ~~However, the April, 2018 longevity payment will be delayed and made in July, 2018.~~

(2) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.

Section 6. Travel Reimbursements

(a) An employee who is required to travel on official state business shall be reimbursed in accordance with and subject to the conditions outlined in the Division's Inspectors' Travel Manual for Extraditions & Investigations and the Division's other travel policies as they may be reasonably amended from time to time with notice to the Union and its members.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position shall be reimbursed for lodging in accordance with and subject to the conditions outlined in the Division's travel policy. Advance approval must be obtained from the Office of the Chief State's attorney.

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel or other policies as appropriate and as they may be reasonably amended from time to time with notice to the Union and its members. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Union as well as non-bargaining unit employees.

(b) An employee who is not required to travel but who works in excess of the normal workday or on a Saturday, Sunday or holiday upon authorization of a supervisor is entitled to a meal allowance as follows:

(1) if the work is performed between 12:00 midnight and 9:00 a.m. on any day for an aggregate of three (3) hours or more: the breakfast rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy;

(2) if the work is performed between 4:00 p.m. and 12:00 midnight on a regular workday (Monday through Friday) for an aggregate of four (4) hours or more: the dinner rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy;

(3) if the work is performed between 9:00 a.m. and 1:00 p.m. on Saturday, Sunday or holiday for aggregate of three (3) hours or more: the lunch rate

set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy; and;

(4) if the work is performed between 1:00 p.m. and 12:00 midnight on a Saturday, Sunday, or holiday for aggregate of four (4) hours or more: the dinner rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

Section 5. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, **in an editable digital format,** shall be remitted to the Union as soon as practicable after the payroll period in which such deductions are made.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

Section 8. Payroll deductions of Union dues shall not be made ~~discontinued~~ for other employee organizations not party to this Agreement.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

Section 9. The Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues ~~or agency service fees,~~ provided any such payroll deduction has been approved by the Employer in advance.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

*(new)*Section 11. The Division will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. The Division will provide the Union with a monthly report of the separations in the bargaining unit. The report shall contain the employee name, agency, job title and effective date of the action

ARTICLE 8 - UNION RIGHTS

Section 3. Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Division at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances, **workplace-related complaints and other workplace issues,** or otherwise performing Union business, provided that (1) they give notice of their presence immediately upon arrival to the supervisor in charge, and (2) they do not interfere with the performance of duties. Within ninety (90) days of execution of this Agreement, the Union will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

ARTICLE 8 - UNION RIGHTS

[note: notification of new hires is moved to Article VII in the Union's proposals]

Section 8. Orientation and Training. ~~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(s) of his/her steward(s). The Division of Criminal Justice shall provide the Union with a list of new employees within a reasonable period of time after they are hired.~~ **All new members of the bargaining unit shall be released from work for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.** The Employer will cooperate in permitting a common meal period for the steward and any newly hired employee within five (5) work days **of hire.**

ARTICLE 8 - UNION RIGHTS

(new) Section 10. The Union shall have the right to use the Division's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a Division computer or other device to visit the Union's website, and to use a Division computer or other device and email to interact with an authorized Union representative in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE

Jarad M. Lucan 3/14/2022

POLICE INSECTORS COUNCIL
CSEA, LOCAL 2001

Dal E [illegible] 3.14.22

APPENDIX A - SUPERSEDENCE

To the extent applicable and necessary, certain provisions of the Agreement supersede preexisting statutes, as follows:

(1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 31 (Miscellaneous), Section 2, shall supersede C.G.S. Section 51 -247, Compensation of Jurors.

(2) The exclusive deduction of dues for members of CSEA under Article 7 (Union Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in C.G.S. Section 5-260.

(3) Article 5 (Entire Agreement), Section 2 and Article 29 (Supersedence), Section 2 shall be deemed to supersede C.G.S. Section 5-271(a) and (e) and Section 5-272 (c), except to the extent that Article 29, Section 2(a) mandates impact bargaining.

(4) Disciplinary interviews (Article 13, Sec. 6) shall be deemed to supersede C.G.S. Section 5-27 1 (a).

(4) Article 16, Section 5 shall be deemed to supersede C.G.S. Section 5-213.

(5) Expansion of hypertension/heart disease presumption to employees previously employed n a federal law enforcement agency who, upon employment in such agency, passed a physical examination indicating no such condition, pursuant to Article 28 (Retirement), Section 2, shall supersede C.G.S. Section 5-145c.

(6) Payment for temporary service in the supervisory inspector classification commencing with the thirty-first (31st) consecutive work day retroactive to the first (1st) day of such work pursuant to Article 16, Section 3(c) shall be deemed to supersede the sixty (60) day requirement of C.G.S. Section 5-209.

(7) Travel reimbursement (Article 16, Section 6) shall be deemed to supersede the Standard State Travel Regulations.

(8) Article 16 (Compensation) and the Salary Schedules of Appendix C shall supersede the provisions of Conn. Gen. Stat. § 5-200a concerning objective job evaluation and the statewide SCOPE agreement.

(9) Article 20 (Sick Leave-Leave Without Pay) shall be deemed to supersede Conn. Gen. Stat. § 5-247 and any regulations thereunder promulgated by the Commissioner of Administrative Services.

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

2020-21 Base Year

Base Year Group	AI Date	Group	Step	Annual	YOS	4/21 Long	Long. X2	Total Salary
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	2	$78,318		$ -	$ -	$78,318
Inspector	July	27	2	$78,318		$ -	$ -	$78,318
Inspector	July	27	2	$78,318		$ -	$ -	$78,318
Inspector	July	27	2	$78,318		$ -	$ -	$78,318
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	5	$86,727	**10**	$ 700.75	$ 1,401.50	$88,129
Inspector	January	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	5	$86,727	**10**	$ 700.75	$ 1,401.50	$88,129
Inspector	July	27	5	$86,727		$ -	$ -	$86,727
Inspector	July	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	6	$89,529		$ -	$ -	$89,529

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

2020-21 Base Year

Base Year Group	AI Date	Group	Step	Annual	YOS	4/21 Long	Long. X2	Total Salary
Inspector	January	27	6	$89,529		$ -	$ -	$89,529
Inspector	July	27	6	$89,529		$ -	$ -	$89,529
Inspector	July	27	6	$89,529	14	$ 700.75	$ 1,401.50	$90,931
Inspector	January	27	6	$89,529	19	$ 1,401.50	$ 2,803.00	$92,332
Inspector	July	27	7	$92,330	13	$ 700.75	$ 1,401.50	$93,732
Inspector	July	27	7	$92,330	13	$ 700.75	$ 1,401.50	$93,732
Inspector	January	29	6	$96,224	14	$ 796.50	$ 1,593.00	$97,817
Inspector	July	29	6	$96,224	14	$ 796.50	$ 1,593.00	$97,817
Inspector	July	29	7	$99,410	14	$ 796.50	$ 1,593.00	$101,003
Inspector	July	29	7	$99,410	15	$ 1,593.00	$ 3,186.00	$102,596
Inspector	January	29	8	$102,593	16	$ 1,593.00	$ 3,186.00	$105,779
Inspector	January	29	8	$102,593	16	$ 1,593.00	$ 3,186.00	$105,779
Inspector	January	29	9	$105,779	21	$ 2,389.50	$ 4,779.00	$110,558
Inspector	July	29	10	$111,595	18	$ 1,593.00	$ 3,186.00	$114,781
Inspector	July	29	10	$111,595	22	$ 2,389.50	$ 4,779.00	$116,374
Inspector	July	29	10	$111,595	24	$ 3,186.00	$ 6,372.00	$117,967
Inspector	July	29	10	$111,595	25	$ 3,186.00	$ 6,372.00	$117,967
Supervisory	July	31	2	$90,561				$90,561
Supervisory	July	31	3	$93,931				$93,931
Supervisory	January	31	3	$93,931	**10**	$ 842.50	$ 1,685.00	$95,616
Supervisory	July	31	4	$97,302	11	$ 842.50	$ 1,685.00	$98,987
Supervisory	July	31	5	$100,670	14	$ 2,527.50	$ 5,055.00	$105,725
Supervisory	July	31	7	$107,410	16	$ 1,685.00	$ 3,370.00	$110,780
Supervisory	January	31	8	$110,781	18	$ 1,685.00	$ 3,370.00	$114,151
Supervisory	July	31	10	$120,417	18	$ 2,527.50	$ 5,055.00	$125,472
Supervisory	July	31	10	$120,417	18	$ 2,527.50	$ 5,055.00	$125,472
Supervisory	January	31	10	$120,417	22	$ 2,527.50	$ 5,055.00	$125,472
				$5,712,276			$79,966	$5,792,242

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS

TENTATIVE AGREEMENT

2021-22

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	Lump Sum	Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	January	27	2	$40,138	3	$41,575	$2,500	$84,213				$84,213
Inspector	July	27	3	$41,575	3	$41,575	$2,500	$85,649				$85,649
Inspector	July	27	3	$41,575	3	$41,575	$2,500	$85,649				$85,649
Inspector	July	27	3	$41,575	3	$41,575	$2,500	$85,649				$85,649
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831				$92,831
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831	11	$718.25	$1,436.50	$94,268
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831				$92,831
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831				$92,831
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831	11	$718.25	$1,436.50	$94,268
Inspector	July	27	6	$45,884	6	$45,884	$2,500	$94,267				$94,267
Inspector	July	27	6	$45,884	6	$45,884	$2,500	$94,267				$94,267
Inspector	January	27	6	$45,884	7	$47,319	$2,500	$95,703				$95,703

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS

TENTATIVE AGREEMENT

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	Lump Sum	Total Annual	YOS	Long	Long. X2	Total Salary
						2021-22						
Inspector	January	27	6	$45,884	7	$47,319	$2,500	$95,703				$95,703
Inspector	July	27	7	$47,319	7	$47,319	$2,500	$97,138				$97,138
Inspector	July	27	7	$47,319	7	$47,319	$2,500	$97,138	15	$1,436.50	$2,873.00	$100,011
Inspector	January	27	6	$45,884	7	$47,319	$2,500	$95,703	20	$2,154.75	$4,309.50	$100,012
Inspector	July	29	6	$49,315	6	$49,315	$2,500	$101,130	14	$816.50	$1,633.00	$102,763
Inspector	July	29	6	$49,315	6	$49,315	$2,500	$101,130	14	$816.50	$1,633.00	$102,763
Inspector	January	29	6	$49,315	7	$50,948	$2,500	$102,763	15	$1,633.00	$3,266.00	$106,029
Inspector	July	29	7	$50,948	7	$50,948	$2,500	$104,395	15	$1,633.00	$3,266.00	$107,661
Inspector	July	29	8	$52,579	8	$52,579	$2,500	$107,658	15	$1,633.00	$3,266.00	$110,924
Inspector	July	29	8	$52,579	8	$52,579	$2,500	$107,658	16	$1,633.00	$3,266.00	$110,924
Inspector	January	29	8	$52,579	9	$54,212	$2,500	$109,291	17	$1,633.00	$3,266.00	$112,557
Inspector	January	29	8	$52,579	9	$54,212	$2,500	$109,291	17	$1,633.00	$3,266.00	$112,557
Inspector	January	29	9	$54,212	10	$57,193	$2,500	$113,904	22	$2,449.50	$4,899.00	$118,803
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	19	$1,633.00	$3,266.00	$120,151
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	23	$2,449.50	$4,899.00	$121,784
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	25	$3,266.00	$6,532.00	$123,417
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	25	$3,266.00	$6,532.00	$123,417
Supervisory	July	31	3	$48,140	3	$48,140	$2,500	$98,779				$98,779
Supervisory	July	31	4	$49,868	4	$49,868	$2,500	$102,235				$102,235
Supervisory	January	31	3	$48,140	4	$49,868	$2,500	$100,507	11	$863.50	$1,727.00	$102,234
Supervisory	July	31	5	$51,594	5	$51,594	$2,500	$105,687	12	$863.50	$1,727.00	$107,414
Supervisory	July	31	6	$53,321	6	$53,321	$2,500	$109,141	15	$1,727.00	$3,454.00	$112,595
Supervisory	July	31	8	$56,776	8	$56,776	$2,500	$116,051	17	$1,727.00	$3,454.00	$119,505
Supervisory	January	31	8	$56,776	9	$58,503	$2,500	$117,779	19	$1,727.00	$3,454.00	$121,233
Supervisory	July	31	10	$61,714	10	$61,714	$2,500	$125,927	19	$1,727.00	$3,454.00	$129,381
Supervisory	July	31	10	$61,714	10	$61,714	$2,500	$125,927	19	$1,727.00	$3,454.00	$129,381
Supervisory	January	31	10	$61,714	10	$61,714	$2,500	$125,927	23	$2,590.50	$5,181.00	$131,108
							$160,000	$6,153,376			$84,951	$6,238,327
								$441,100				
								7.72%				

Step: Y

GWI: 2.50%

Lump Sum: $2,500

Indicates a group change; longevity based on higher group

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	2022-23 Group	Step	July to Dec	Step	Jan to June	Lump Sum	Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	January	27	3	$42,614	4	$44,087	$1,000	$87,701				$87,701
Inspector	July	27	4	$44,087	4	$44,087	$1,000	$89,173				$89,173
Inspector	July	27	4	$44,087	4	$44,087	$1,000	$89,173				$89,173
Inspector	July	27	4	$44,087	4	$44,087	$1,000	$89,173				$89,173
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533				$96,533
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533	12	$736.25	$1,472.50	$98,005
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533				$96,533
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533				$96,533
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533	12	$736.25	$1,472.50	$98,005
Inspector	July	27	7	$48,502	7	$48,502	$1,000	$98,004				$98,004
Inspector	July	27	7	$48,502	7	$48,502	$1,000	$98,004				$98,004
Inspector	January	29	7	$48,502	6	$50,548	$1,000	$100,050				$100,050

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	2022-23 Lump Sum	2022-23 Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	29	7	$48,502	6	$50,548	$1,000	$100,050				$100,050
Inspector	July	29	6	$50,548	6	$50,548	$1,000	$102,096				$102,096
Inspector	July	29	6	$50,548	6	$50,548	$1,000	$102,096	16	$1,674.00	$3,348.00	$105,444
Inspector	January	29	7	$48,502	6	$50,548	$1,000	$100,050	21	$2,511.00	$5,022.00	$105,072
Inspector	July	29	7	$52,221	7	$52,221	$1,000	$105,442	15	$1,674.00	$3,348.00	$108,790
Inspector	July	29	7	$52,221	7	$52,221	$1,000	$105,442	15	$1,674.00	$3,348.00	$108,790
Inspector	January	29	7	$52,221	8	$53,894	$1,000	$107,115	16	$1,674.00	$3,348.00	$110,463
Inspector	July	29	8	$53,894	8	$53,894	$1,000	$108,787	16	$1,674.00	$3,348.00	$112,135
Inspector	July	29	9	$55,567	9	$55,567	$1,000	$112,134	16	$1,674.00	$3,348.00	$115,482
Inspector	July	29	9	$55,567	9	$55,567	$1,000	$112,134	17	$1,674.00	$3,348.00	$115,482
Inspector	January	29	9	$55,567	10	$58,623	$1,000	$115,190	18	$1,674.00	$3,348.00	$118,538
Inspector	January	29	9	$55,567	10	$58,623	$1,000	$115,190	18	$1,674.00	$3,348.00	$118,538
Inspector	January	29	10	$58,623	10	$58,623	$1,000	$118,245	23	$2,511.00	$5,022.00	$123,267
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	20	$2,511.00	$5,022.00	$123,267
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	24	$2,511.00	$5,022.00	$123,267
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	25	$3,348.00	$6,696.00	$124,941
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	25	$3,348.00	$6,696.00	$124,941
Supervisory	July	31	4	$51,114	4	$51,114	$1,000	$103,228				$103,228
Supervisory	July	31	5	$52,884	5	$52,884	$1,000	$106,767				$106,767
Supervisory	January	31	4	$51,114	5	$52,884	$1,000	$104,998	12	$885.00	$1,770.00	$106,768
Supervisory	July	31	6	$54,654	6	$54,654	$1,000	$110,307	13	$885.00	$1,770.00	$112,077
Supervisory	July	31	7	$56,424	7	$56,424	$1,000	$113,847	16	$1,770.00	$3,540.00	$117,387
Supervisory	July	31	9	$59,966	9	$59,966	$1,000	$120,931	18	$1,770.00	$3,540.00	$124,471
Supervisory	January	31	9	$59,966	10	$63,257	$1,000	$124,222	20	$2,655.00	$5,310.00	$129,532
Supervisory	July	31	10	$63,257	10	$63,257	$1,000	$127,513	20	$2,655.00	$5,310.00	$132,823
Supervisory	July	31	10	$63,257	10	$63,257	$1,000	$127,513	20	$2,655.00	$5,310.00	$132,823
Supervisory	January	31	10	$63,257	10	$63,257	$1,000	$127,513	24	$2,655.00	$5,310.00	$132,823
							$64,000	$6,390,846			$98,417	$6,489,263
								$237,470				
								3.86%				

Step: Y
GWI: 2.50%

Lump Sum: $1,000

Indicates a group change; longevity based on higher group

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	2023-24 Group	Step	July to Dec	Step	Jan to June	Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	January	27	4	$45,189	5	$46,698	$91,886				$91,886
Inspector	July	27	5	$46,698	5	$46,698	$93,395				$93,395
Inspector	July	27	5	$46,698	5	$46,698	$93,395				$93,395
Inspector	July	27	5	$46,698	5	$46,698	$93,395				$93,395
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	January	29	7	$49,715	6	$51,812	$101,526				$101,526
Inspector	January	29	7	$49,715	6	$51,812	$101,526	13	$858.00	$1,716.00	$103,242
Inspector	January	29	7	$49,715	6	$51,812	$101,526				$101,526
Inspector	January	29	7	$49,715	6	$51,812	$101,526				$101,526
Inspector	January	29	7	$49,715	6	$51,812	$101,526	13	$858.00	$1,716.00	$103,242
Inspector	July	29	6	$51,812	6	$51,812	$103,623				$103,623
Inspector	July	29	6	$51,812	6	$51,812	$103,623				$103,623
Inspector	January	29	6	$51,812	7	$53,527	$105,338				$105,338

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	2023-24 Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	29	6	$51,812	7	$53,527	$105,338				$105,338
Inspector	July	29	7	$53,527	7	$53,527	$107,053				$107,053
Inspector	July	29	7	$53,527	7	$53,527	$107,053	17	$1,716.00	$3,432.00	$110,485
Inspector	January	29	6	$51,812	7	$53,527	$105,338	22	$2,574.00	$5,148.00	$110,486
Inspector	July	29	8	$55,241	8	$55,241	$110,482	16	$1,716.00	$3,432.00	$113,914
Inspector	July	29	8	$55,241	8	$55,241	$110,482	16	$1,716.00	$3,432.00	$113,914
Inspector	January	29	8	$55,241	9	$56,956	$112,197	17	$1,716.00	$3,432.00	$115,629
Inspector	July	29	9	$56,956	9	$56,956	$113,912	17	$1,716.00	$3,432.00	$117,344
Inspector	July	29	10	$60,088	10	$60,088	$120,176	17	$1,716.00	$3,432.00	$123,608
Inspector	July	29	10	$60,088	10	$60,088	$120,176	18	$1,716.00	$3,432.00	$123,608
Inspector	January	29	10	$60,088	10	$60,088	$120,176	19	$1,716.00	$3,432.00	$123,608
Inspector	January	29	10	$60,088	10	$60,088	$120,176	19	$1,716.00	$3,432.00	$123,608
Inspector	January	29	10	$60,088	10	$60,088	$120,176	24	$2,574.00	$5,148.00	$125,324
Inspector	July	29	10	$60,088	10	$60,088	$120,176	21	$2,574.00	$5,148.00	$125,324
Inspector	July	29	10	$60,088	10	$60,088	$120,176	25	$3,432.00	$6,864.00	$127,040
Inspector	July	29	10	$60,088	10	$60,088	$120,176	25	$3,432.00	$6,864.00	$127,040
Inspector	July	29	10	$60,088	10	$60,088	$120,176	25	$3,432.00	$6,864.00	$127,040
Supervisory	July	31	5	$54,206	5	$54,206	$108,411				$108,411
Supervisory	July	31	6	$56,020	6	$56,020	$112,040				$112,040
Supervisory	January	31	5	$54,206	6	$56,020	$110,226	13	$907.25	$1,814.50	$112,040
Supervisory	July	31	7	$57,834	7	$57,834	$115,668	14	$907.25	$1,814.50	$117,483
Supervisory	July	31	8	$59,650	8	$59,650	$119,300	17	$1,814.50	$3,629.00	$122,929
Supervisory	July	31	10	$64,838	10	$64,838	$129,676	19	$1,814.50	$3,629.00	$133,305
Supervisory	January	31	10	$64,838	10	$64,838	$129,676	21	$2,721.75	$5,443.50	$135,120
Supervisory	July	31	10	$64,838	10	$64,838	$129,676	21	$2,721.75	$5,443.50	$135,120
Supervisory	July	31	10	$64,838	10	$64,838	$129,676	21	$2,721.75	$5,443.50	$135,120
Supervisory	January	31	10	$64,838	10	$64,838	$129,676	25	$3,629.00	$7,258.00	$136,934
							$6,678,025			$104,832	$6,782,856
							$287,179				
							4.49%				
					Three Year Total:		**$965,749**				
			Step: Y				**16.07%**				
			GWI: 2.50%								

Indicates a group change; longevity based on higher group

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

2020-21 Base Year

Base Year Group	AI Date	Group	Step	Annual	YOS	4/21 Long	Long. X2	Total Salary
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	July	27	1	$75,516		$ -	$ -	$75,516
Inspector	January	27	2	$78,318		$ -	$ -	$78,318
Inspector	July	27	2	$78,318		$ -	$ -	$78,318
Inspector	July	27	2	$78,318		$ -	$ -	$78,318
Inspector	July	27	2	$78,318		$ -	$ -	$78,318
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	July	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	3	$81,121		$ -	$ -	$81,121
Inspector	January	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	5	$86,727	10	$ 700.75	$ 1,401.50	$88,129
Inspector	January	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	5	$86,727	10	$ 700.75	$ 1,401.50	$88,129
Inspector	July	27	5	$86,727		$ -	$ -	$86,727
Inspector	July	27	5	$86,727		$ -	$ -	$86,727
Inspector	January	27	6	$89,529		$ -	$ -	$89,529

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

2020-21 Base Year

Base Year Group	AI Date	Group	Step	Annual	YOS	4/21 Long	Long. X2	Total Salary
Inspector	January	27	6	$89,529		$ -	$ -	$89,529
Inspector	July	27	6	$89,529		$ -	$ -	$89,529
Inspector	July	27	6	$89,529	14	$ 700.75	$ 1,401.50	$90,931
Inspector	January	27	6	$89,529	19	$ 1,401.50	$ 2,803.00	$92,332
Inspector	July	27	7	$92,330	13	$ 700.75	$ 1,401.50	$93,732
Inspector	July	27	7	$92,330	13	$ 700.75	$ 1,401.50	$93,732
Inspector	January	29	6	$96,224	14	$ 796.50	$ 1,593.00	$97,817
Inspector	July	29	6	$96,224	14	$ 796.50	$ 1,593.00	$97,817
Inspector	July	29	7	$99,410	14	$ 796.50	$ 1,593.00	$101,003
Inspector	July	29	7	$99,410	15	$ 1,593.00	$ 3,186.00	$102,596
Inspector	January	29	8	$102,593	16	$ 1,593.00	$ 3,186.00	$105,779
Inspector	January	29	8	$102,593	16	$ 1,593.00	$ 3,186.00	$105,779
Inspector	January	29	9	$105,779	21	$ 2,389.50	$ 4,779.00	$110,558
Inspector	July	29	10	$111,595	18	$ 1,593.00	$ 3,186.00	$114,781
Inspector	July	29	10	$111,595	22	$ 2,389.50	$ 4,779.00	$116,374
Inspector	July	29	10	$111,595	24	$ 3,186.00	$ 6,372.00	$117,967
Inspector	July	29	10	$111,595	25	$ 3,186.00	$ 6,372.00	$117,967
Supervisory	July	31	2	$90,561				$90,561
Supervisory	July	31	3	$93,931				$93,931
Supervisory	January	31	3	$93,931	10	$ 842.50	$ 1,685.00	$95,616
Supervisory	July	31	4	$97,302	11	$ 842.50	$ 1,685.00	$98,987
Supervisory	July	31	5	$100,670	14	$ 2,527.50	$ 5,055.00	$105,725
Supervisory	July	31	7	$107,410	16	$ 1,685.00	$ 3,370.00	$110,780
Supervisory	January	31	8	$110,781	18	$ 1,685.00	$ 3,370.00	$114,151
Supervisory	July	31	10	$120,417	18	$ 2,527.50	$ 5,055.00	$125,472
Supervisory	July	31	10	$120,417	18	$ 2,527.50	$ 5,055.00	$125,472
Supervisory	January	31	10	$120,417	22	$ 2,527.50	$ 5,055.00	$125,472
				$5,712,276			$79,966	$5,792,242

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	2021-22 Group	Step	July to Dec	Step	Jan to June	Lump Sum	Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	January	27	1	$38,702	2	$40,138	$2,500	$81,340				$81,340
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	July	27	2	$40,138	2	$40,138	$2,500	$82,776				$82,776
Inspector	January	27	2	$40,138	3	$41,575	$2,500	$84,213				$84,213
Inspector	July	27	3	$41,575	3	$41,575	$2,500	$85,649				$85,649
Inspector	July	27	3	$41,575	3	$41,575	$2,500	$85,649				$85,649
Inspector	July	27	3	$41,575	3	$41,575	$2,500	$85,649				$85,649
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	July	27	4	$43,011	4	$43,011	$2,500	$88,522				$88,522
Inspector	January	27	3	$41,575	4	$43,011	$2,500	$87,086				$87,086
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831				$92,831
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831	11	$718.25	$1,436.50	$94,268
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831				$92,831
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831				$92,831
Inspector	January	27	5	$44,448	6	$45,884	$2,500	$92,831	11	$718.25	$1,436.50	$94,268
Inspector	July	27	6	$45,884	6	$45,884	$2,500	$94,267				$94,267
Inspector	July	27	6	$45,884	6	$45,884	$2,500	$94,267				$94,267
Inspector	January	27	6	$45,884	7	$47,319	$2,500	$95,703				$95,703

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	2021-22 Group	Step	July to Dec	Step	Jan to June	Lump Sum	Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	6	$45,884	7	$47,319	$2,500	$95,703				$95,703
Inspector	July	27	7	$47,319	7	$47,319	$2,500	$97,138				$97,138
Inspector	July	27	7	$47,319	7	$47,319	$2,500	$97,138	15	$1,436.50	$2,873.00	$100,011
Inspector	January	27	6	$45,884	7	$47,319	$2,500	$95,703	20	$2,154.75	$4,309.50	$100,012
Inspector	July	29	6	$49,315	6	$49,315	$2,500	$101,130	14	$816.50	$1,633.00	$102,763
Inspector	July	29	6	$49,315	6	$49,315	$2,500	$101,130	14	$816.50	$1,633.00	$102,763
Inspector	January	29	6	$49,315	7	$50,948	$2,500	$102,763	15	$1,633.00	$3,266.00	$106,029
Inspector	July	29	7	$50,948	7	$50,948	$2,500	$104,395	15	$1,633.00	$3,266.00	$107,661
Inspector	July	29	8	$52,579	8	$52,579	$2,500	$107,658	15	$1,633.00	$3,266.00	$110,924
Inspector	July	29	8	$52,579	8	$52,579	$2,500	$107,658	16	$1,633.00	$3,266.00	$110,924
Inspector	January	29	8	$52,579	9	$54,212	$2,500	$109,291	17	$1,633.00	$3,266.00	$112,557
Inspector	January	29	8	$52,579	9	$54,212	$2,500	$109,291	17	$1,633.00	$3,266.00	$112,557
Inspector	January	29	9	$54,212	10	$57,193	$2,500	$113,904	22	$2,449.50	$4,899.00	$118,803
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	19	$1,633.00	$3,266.00	$120,151
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	23	$2,449.50	$4,899.00	$121,784
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	25	$3,266.00	$6,532.00	$123,417
Inspector	July	29	10	$57,193	10	$57,193	$2,500	$116,885	25	$3,266.00	$6,532.00	$123,417
Supervisory	July	31	3	$48,140	3	$48,140	$2,500	$98,779				$98,779
Supervisory	July	31	4	$49,868	4	$49,868	$2,500	$102,235				$102,235
Supervisory	January	31	3	$48,140	4	$49,868	$2,500	$100,507	11	$863.50	$1,727.00	$102,234
Supervisory	July	31	5	$51,594	5	$51,594	$2,500	$105,687	12	$863.50	$1,727.00	$107,414
Supervisory	July	31	6	$53,321	6	$53,321	$2,500	$109,141	15	$1,727.00	$3,454.00	$112,595
Supervisory	July	31	8	$56,776	8	$56,776	$2,500	$116,051	17	$1,727.00	$3,454.00	$119,505
Supervisory	January	31	8	$56,776	9	$58,503	$2,500	$117,779	19	$1,727.00	$3,454.00	$121,233
Supervisory	July	31	10	$61,714	10	$61,714	$2,500	$125,927	19	$1,727.00	$3,454.00	$129,381
Supervisory	July	31	10	$61,714	10	$61,714	$2,500	$125,927	19	$1,727.00	$3,454.00	$129,381
Supervisory	January	31	10	$61,714	10	$61,714	$2,500	$125,927	23	$2,590.50	$5,181.00	$131,108
							$160,000	$6,153,376			$84,951	$6,238,327
								$441,100				
								7.72%				

Step: Y
GWI: 2.50%

Lump Sum: $2,500

Indicates a group change; longevity based on higher group

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	2022-23 Group	Step	July to Dec	Step	Jan to June	Lump Sum	Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	January	27	2	$41,142	3	$42,614	$1,000	$84,756				$84,756
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	July	27	3	$42,614	3	$42,614	$1,000	$86,228				$86,228
Inspector	January	27	3	$42,614	4	$44,087	$1,000	$87,701				$87,701
Inspector	July	27	4	$44,087	4	$44,087	$1,000	$89,173				$89,173
Inspector	July	27	4	$44,087	4	$44,087	$1,000	$89,173				$89,173
Inspector	July	27	4	$44,087	4	$44,087	$1,000	$89,173				$89,173
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	July	27	5	$45,559	5	$45,559	$1,000	$92,117				$92,117
Inspector	January	27	4	$44,087	5	$45,559	$1,000	$90,645				$90,645
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533				$96,533
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533	12	$736.25	$1,472.50	$98,005
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533				$96,533
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533				$96,533
Inspector	January	27	6	$47,031	7	$48,502	$1,000	$96,533	12	$736.25	$1,472.50	$98,005
Inspector	July	27	7	$48,502	7	$48,502	$1,000	$98,004				$98,004
Inspector	July	27	7	$48,502	7	$48,502	$1,000	$98,004				$98,004
Inspector	January	29	7	$48,502	6	$50,548	$1,000	$100,050				$100,050

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	2022-23 Lump Sum	2022-23 Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	29	7	$48,502	6	$50,548	$1,000	$100,050				$100,050
Inspector	July	29	6	$50,548	6	$50,548	$1,000	$102,096				$102,096
Inspector	July	29	6	$50,548	6	$50,548	$1,000	$102,096	16	$1,674.00	$3,348.00	$105,444
Inspector	January	29	7	$48,502	6	$50,548	$1,000	$100,050	21	$2,511.00	$5,022.00	$105,072
Inspector	July	29	7	$52,221	7	$52,221	$1,000	$105,442	15	$1,674.00	$3,348.00	$108,790
Inspector	July	29	7	$52,221	7	$52,221	$1,000	$105,442	15	$1,674.00	$3,348.00	$108,790
Inspector	January	29	7	$52,221	8	$53,894	$1,000	$107,115	16	$1,674.00	$3,348.00	$110,463
Inspector	July	29	8	$53,894	8	$53,894	$1,000	$108,787	16	$1,674.00	$3,348.00	$112,135
Inspector	July	29	9	$55,567	9	$55,567	$1,000	$112,134	16	$1,674.00	$3,348.00	$115,482
Inspector	July	29	9	$55,567	9	$55,567	$1,000	$112,134	17	$1,674.00	$3,348.00	$115,482
Inspector	January	29	9	$55,567	10	$58,623	$1,000	$115,190	18	$1,674.00	$3,348.00	$118,538
Inspector	January	29	9	$55,567	10	$58,623	$1,000	$115,190	18	$1,674.00	$3,348.00	$118,538
Inspector	January	29	10	$58,623	10	$58,623	$1,000	$118,245	23	$2,511.00	$5,022.00	$123,267
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	20	$2,511.00	$5,022.00	$123,267
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	24	$2,511.00	$5,022.00	$123,267
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	25	$3,348.00	$6,696.00	$124,941
Inspector	July	29	10	$58,623	10	$58,623	$1,000	$118,245	25	$3,348.00	$6,696.00	$124,941
Supervisory	July	31	4	$51,114	4	$51,114	$1,000	$103,228				$103,228
Supervisory	July	31	5	$52,884	5	$52,884	$1,000	$106,767				$106,767
Supervisory	January	31	4	$51,114	5	$52,884	$1,000	$104,998	12	$885.00	$1,770.00	$106,768
Supervisory	July	31	6	$54,654	6	$54,654	$1,000	$110,307	13	$885.00	$1,770.00	$112,077
Supervisory	July	31	7	$56,424	7	$56,424	$1,000	$113,847	16	$1,770.00	$3,540.00	$117,387
Supervisory	July	31	9	$59,966	9	$59,966	$1,000	$120,931	18	$1,770.00	$3,540.00	$124,471
Supervisory	January	31	9	$59,966	10	$63,257	$1,000	$124,222	20	$2,655.00	$5,310.00	$129,532
Supervisory	July	31	10	$63,257	10	$63,257	$1,000	$127,513	20	$2,655.00	$5,310.00	$132,823
Supervisory	July	31	10	$63,257	10	$63,257	$1,000	$127,513	20	$2,655.00	$5,310.00	$132,823
Supervisory	January	31	10	$63,257	10	$63,257	$1,000	$127,513	24	$2,655.00	$5,310.00	$132,823
							$64,000	$6,390,846			$98,417	$6,489,263
								$237,470				
								3.86%				

Step: Y
GWI: 2.50%

Lump Sum: $1,000

Indicates a group change; longevity based on higher group

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	2023-24 Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	January	27	3	$43,680	4	$45,189	$88,868				$88,868
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	July	27	4	$45,189	4	$45,189	$90,377				$90,377
Inspector	January	27	4	$45,189	5	$46,698	$91,886				$91,886
Inspector	July	27	5	$46,698	5	$46,698	$93,395				$93,395
Inspector	July	27	5	$46,698	5	$46,698	$93,395				$93,395
Inspector	July	27	5	$46,698	5	$46,698	$93,395				$93,395
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	July	27	6	$48,207	6	$48,207	$96,413				$96,413
Inspector	January	27	5	$46,698	6	$48,207	$94,904				$94,904
Inspector	January	29	7	$49,715	6	$51,812	$101,526				$101,526
Inspector	January	29	7	$49,715	6	$51,812	$101,526	13	$858.00	$1,716.00	$103,242
Inspector	January	29	7	$49,715	6	$51,812	$101,526				$101,526
Inspector	January	29	7	$49,715	6	$51,812	$101,526				$101,526
Inspector	January	29	7	$49,715	6	$51,812	$101,526	13	$858.00	$1,716.00	$103,242
Inspector	July	29	6	$51,812	6	$51,812	$103,623				$103,623
Inspector	July	29	6	$51,812	6	$51,812	$103,623				$103,623
Inspector	January	29	6	$51,812	7	$53,527	$105,338				$105,338

DIVISION OF CRIMINAL JUSTICE-CSEA INSPECTORS
TENTATIVE AGREEMENT

Base Year Group	AI Date	Group	Step	July to Dec	Step	Jan to June	2023-24 Total Annual	YOS	Long	Long. X2	Total Salary
Inspector	January	29	6	$51,812	7	$53,527	$105,338				$105,338
Inspector	July	29	7	$53,527	7	$53,527	$107,053				$107,053
Inspector	July	29	7	$53,527	7	$53,527	$107,053	17	$1,716.00	$3,432.00	$110,485
Inspector	January	29	6	$51,812	7	$53,527	$105,338	22	$2,574.00	$5,148.00	$110,486
Inspector	July	29	8	$55,241	8	$55,241	$110,482	16	$1,716.00	$3,432.00	$113,914
Inspector	July	29	8	$55,241	8	$55,241	$110,482	16	$1,716.00	$3,432.00	$113,914
Inspector	January	29	8	$55,241	9	$56,956	$112,197	17	$1,716.00	$3,432.00	$115,629
Inspector	July	29	9	$56,956	9	$56,956	$113,912	17	$1,716.00	$3,432.00	$117,344
Inspector	July	29	10	$60,088	10	$60,088	$120,176	17	$1,716.00	$3,432.00	$123,608
Inspector	July	29	10	$60,088	10	$60,088	$120,176	18	$1,716.00	$3,432.00	$123,608
Inspector	January	29	10	$60,088	10	$60,088	$120,176	19	$1,716.00	$3,432.00	$123,608
Inspector	January	29	10	$60,088	10	$60,088	$120,176	19	$1,716.00	$3,432.00	$123,608
Inspector	January	29	10	$60,088	10	$60,088	$120,176	24	$2,574.00	$5,148.00	$125,324
Inspector	July	29	10	$60,088	10	$60,088	$120,176	21	$2,574.00	$5,148.00	$125,324
Inspector	July	29	10	$60,088	10	$60,088	$120,176	25	$3,432.00	$6,864.00	$127,040
Inspector	July	29	10	$60,088	10	$60,088	$120,176	25	$3,432.00	$6,864.00	$127,040
Inspector	July	29	10	$60,088	10	$60,088	$120,176	25	$3,432.00	$6,864.00	$127,040
Supervisory	July	31	5	$54,206	5	$54,206	$108,411				$108,411
Supervisory	July	31	6	$56,020	6	$56,020	$112,040				$112,040
Supervisory	January	31	5	$54,206	6	$56,020	$110,226	13	$907.25	$1,814.50	$112,040
Supervisory	July	31	7	$57,834	7	$57,834	$115,668	14	$907.25	$1,814.50	$117,483
Supervisory	July	31	8	$59,650	8	$59,650	$119,300	17	$1,814.50	$3,629.00	$122,929
Supervisory	July	31	10	$64,838	10	$64,838	$129,676	19	$1,814.50	$3,629.00	$133,305
Supervisory	January	31	10	$64,838	10	$64,838	$129,676	21	$2,721.75	$5,443.50	$135,120
Supervisory	July	31	10	$64,838	10	$64,838	$129,676	21	$2,721.75	$5,443.50	$135,120
Supervisory	July	31	10	$64,838	10	$64,838	$129,676	21	$2,721.75	$5,443.50	$135,120
Supervisory	January	31	10	$64,838	10	$64,838	$129,676	25	$3,629.00	$7,258.00	$136,934
							$6,678,025			$104,832	$6,782,856
							$287,179				
							4.49%				
						Three Year Total:	**$965,749**				
							16.07%				

Step: Y
GWI: 2.50%

Indicates a group change; longevity based on higher group

CTECS CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM

March 22, 2022

Tammy Kowalski
Office of Labor Relations
450 Capitol Avenue
Hartford, CT 06106

Re: Submission Package for AFSA, Administrators Unit

Dear Ms. Kowalski,

The Connecticut Technical Education and Career System is providing you with the following materials related to the successor collective bargaining agreement between the **Connecticut State Board of Education, on behalf of the Connecticut Technical Education and Career System (CTECS) and Local 61, The American Federation of School Administrators, AFL-CIO (AFSA):**

1. Signed tentative agreements from the following dates:
   October 12, 2021
   February 22, 2022
   February 24, 2022
2. Supersedence Appendix
3. Cost sheet

Please let me know if you require any other information.

Very truly yours,

Gwaina Wauldon

Gwaina Wauldon

2021 NEGOTIATIONS BETWEEN

STATE OF CONNECTICUT
BOARD OF EDUCATION
(ON BEHALF OF THE
CONNECTICUT TECHNICAL EDUCATION
AND CAREER SYSTEM)

and

LOCAL 61, THE AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS (AFL-CIO) (ON BEHALF OF THE ADMINISTRATAORS OF THE CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM)

TENTATIVE AGREEMENTS

At the negotiation session held on August 9, 2021 the parties reached the following tentative agreements:

BOARD PROPOSAL #6
ARTICLE 13
INDEMNIFICATION

During the life of this Agreement the Board shall continue to indemnify persons covered by this Agreement to the extent provided by Section 10-235 ~~and Section 10-136a~~ of the Connecticut General Statutes.

BOARD PROPOSAL #7
ARTICLE 17
MISCELLANEOUS

Section Six. Whenever the term "Superintendent" is used in this Agreement, it shall be deemed to include ~~Assistant Superintendent~~ the Superintendent or his or her designee.

BOARD PROPOSAL # 12

- Delete Appendix C re Job Security

BOARD PROPOSAL # 15
ARTICLE 15
LEGISLATIVE ACTION

The cost items contained in this Agreement and provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to and consistent with Section 5-278 of the Connecticut General Statutes, as may be amended from time to time. The Board shall request such approval as provided in Section 5-278. If the legislature rejects such request as a whole, ~~the parties shall return to the bargaining table.~~ the matter shall be returned to the parties for further bargaining or arbitration proceedings as may be applicable and as may required by Section 5-278 of the Connecticut General Statutes, as may be amended from time to time.

UNION PROPOSAL #2

ARTICLE 6
LOCAL 61 SECURITY AND PAYROLL DEDUCTIONS

Section One. ~~During the life of this Agreement~~ Consistent with labor laws and precedent, 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 ~~subject to Section Three below~~.

Section Two. Union dues shall be deducted by the Board biweekly from the paycheck of each employee who ~~signs and remits to the Board an authorization form~~ provides the Union authorization to receive such deduction from the Board within thirty (30) days of the Union providing certification of said authorization to the Board. The Union shall provide to the Board payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Board. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (10) business days of receipt, the Union shall notify the Board payroll office, in writing, of any revocations of said authorizations and the

effective date of the same. ~~Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~

Section Three. ~~All employees shall, as a condition of employment, join the Union or pay the Union a service fee allowable by law.~~

~~The Board shall deduct the amount certified by the Union as the annual dues or service fee from the pay of each employee in equal biweekly installments.~~

~~Payments for new employees shall commence within thirty (30) days following the effective date of employment. The Superintendent shall notify the Union President of new employees, complete with name and address, and a copy of the hiring letter for any new administrator, which shall include the administrator's salary.~~

~~All employees in the collective bargaining unit who are presently members of the Union, and who do not remain Union members in good standing in accordance with the provisions of the International and Local constitutions shall, as a condition of employment, pay to the Union a service fee allowable by law.~~

~~All employees employed in the collective bargaining unit after the effective date of this Agreement who do not become and remain Union members in good standing in accordance with the provisions of the International and Local constitutions shall, as a condition of employment, pay to the Union a service fee allowable by law.~~
The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the Board with an updated version within ten (10) business days, and the Board will update online and later-printed versions of this CBA accordingly.

> ***I hereby request and voluntarily authorize my employer to deduct from my earnings and to pay over to AFSA LOCAL NO. 61 an amount equal to the regular monthly dues uniformly applicable to members of AFSA LOCAL NO. 61. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. mail to both the employer and AFSA LOCAL NO. 61 during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and AFSA LOCAL NO. 61, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in***

writing during the window period, even if I have resigned my membership in AFSA LOCAL NO. 61

Should a bargaining unit member approach the Board or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the Board may notify the employee of its obligation to comply with this Article, including Section Two above. If the Board is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four below.

Section Four. Upon request of the Board, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Board for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Board will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, the Board may request a dues reconciliation not more than twice per contract year.

Section ~~Four~~Five. The amount of dues ~~or agency service fee~~ deducted under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Treasurer of the Union ~~within sixty (60) days~~ as soon as practicable after the payroll period in which ~~the list of employees for whom any~~ such deductions are ~~is~~ made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the Board shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the Board payroll offices consistent with process outlined in Section Two above.

Section ~~Five~~Seven. No payroll deduction of dues ~~or agency service fee~~ shall be made from workers' 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 ~~Six~~Eight. The Board shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or ~~agency service fee~~ political action fund contributions, provided any such payroll deduction has been approved by the State in advance.

Section ~~Seven~~Nine. The Union shall indemnify and hold the Board harmless from any and all claims, judgments, loss or damage, including court costs, attorney's fees and other costs arising out of the enforcement of this Article, whether in judicial, administrative, arbitration or other proceedings.

Section ~~Eight~~Ten. The biweekly amount of Union dues and agency service fees shall be certified by the Treasurer of the Union. The amounts so certified may be adjusted not more than once in each fiscal year. Notice of any change in the amount of Union dues ~~or agency service fees~~ and the proposed effective date shall be provided in writing to the Bureau of Human Resources, which will forward it to the State Comptroller for processing. Every effort shall be made to see that withholding of the new amount begins sixty (60) days following receipt of the notice from the Union.

Section ~~Nine~~Eleven. ~~In the event a member of the bargaining unit contends that a percentage of the service fee is being utilized for matters other than collective bargaining, contract administration, and/or grievance adjustment, the percentage of the service fee so claimed shall be placed in an interest bearing escrow account until the dispute is resolved. Local 61, AFSA, agrees to provide an impartial process to resolve disputes over the amount of the service fee.~~

New Hires. The Board will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by emailed to the Union's designee and shall include the new bargaining unit member's work location.

Section Twelve. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Board chooses, that orientation may be combined with a new hire orientation conducted by the Board. In such case, the Board will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the Board chooses not to schedule its orientation within thirty (30) days of an employee's hire, or not to add the Union orientation to the Board's orientation, the Union shall schedule the orientation at its discretion but consistent with the Board's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.

- Notwithstanding the foregoing changes to Article 6 as proposed by the Union and tentatively agreed to by CTECS, the parties agreed to enter into a memorandum of understanding reflecting the fact that Article 6 as amended satisfies the parties' collective bargaining obligations with respect to Union access to new employee orientations as set forth in Public Act 21-25.

UNION PROPOSAL #5

ARTICLE 20
SABBATICAL LEAVE

...

Section Six. An applicant must agree to return to his/her position or to an equivalent or a higher classification within the bargaining unit (subject to application and selection) for a period of at least two (2) years after expiration of leave. He/She agrees also not to accept a salaried position during the period of the leave. The Administrator shall sign a demand note equal to the salary received for the period of the sabbatical leave. The amount will be paid by the Administrator if he/she fails to return to administrative employment with the Technical High School System for the required two year period.

UNION PROPOSAL #13

ARTICLE 17
MISCELLANEOUS

. . .

Section Eight. The Superintendent and/or his/her designee shall ensure that members of this bargaining unit have means to access, and/or are promptly granted such access as may become necessary, to electronic devices/systems and/or digital platforms so that members of this bargaining unit may perform their duties and responsibilities efficiently and without undue interruption.

[SIGNATURE PAGE FOLLOWS]

For the State of Connecticut
Board of Education (On Behalf
of the Connecticut Technical Education
and Career System)

Chief Spokesperson

10-12-2021
Date

Local 61 American Federation of
School Administrators AFL-CIO

Chief Spokesperson
Nicole Rodriguez

10/12/21
Date

2021 NEGOTIATIONS BETWEEN

STATE OF CONNECTICUT
BOARD OF EDUCATION
(ON BEHALF OF THE
CONNECTICUT TECHNICAL EDUCATION
AND CAREER SYSTEM)

and

LOCAL 61, THE AMERICAN FEDERATION OF
SCHOOL ADMINISTRATORS (AFL-CIO) (ON BEHALF OF THE
ADMINISTRATAORS OF THE CONNECTICUT TECHNICAL EDUCATION AND
CAREER SYSTEM)

TENTATIVE AGREEMENTS

At the negotiation session held on September 9, 2021 the parties reached the following tentative agreements:

BOARD PROPOSAL #3
ARTICLE 8
GRIEVANCE PROCEDURE

Section One. A grievance is defined as a complaint that:

1. There has been a violation, misinterpretation or improper application of a specific provision(s) of the agreement; or

2. An employee has been treated unfairly and/or inequitably by reason of an act or condition that is contrary to established policy or practice governing or affecting employees.

Section Two. An aggrieved party must institute proceedings hereunder in writing within twenty (20) work days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the events giving rise to the grievance.

Section Three. The time limits indicated herein shall be considered maximum limits unless extended by mutual agreement in writing. All time limits shall be based upon work days unless otherwise indicated. The grievance shall advance to the next highest level should the Board or its agents fail to adhere to any time limit described herein, except that only the Union may ~~request institution of Level Four.~~institute arbitration pursuant to Level Four of the grievance procedure. Failure to appeal any decision shall constitute acceptance of the last attempted resolution, and the grievance shall be considered resolved.

Section Four. Nothing herein contained shall be construed to prevent any person from informally discussing any matter in such person's interest with his/her supervisor or the Administration.

Section Five. If any employee covered by this Agreement shall present any grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Union shall be given copies of all formalized written grievances at each step with a copy of the final resolution to said grievance. The Board and the Union agree that Level Three and Level Four grievance actions may be initiated only by the Union.

Section Six. Procedure

Level One. An Administrator ~~with a grievance~~who feels they have been aggrieved pursuant to the terms of this Agreement shall~~, with or without a representative of the Union, or two representatives if reasonably necessary,~~ first discuss the matter with his or her immediate supervisor outside of the bargaining-unit within twenty (20) working days of the date the Administrator knew, or reasonably should have known, of the issue giving rise to the grievance. In discussing such matters the Administrator may be accompanied by a representative of the Union, or two representatives if reasonably necessary. ~~it with his/her supervisor (School Principal to Superintendent; Assistant Principal to School Principal,) within twenty (20) working days of the date on which the Administrator had knowledge or reasonably should have had knowledge of the occurrence.~~

Level Two. In the event that the Administrator (or Administrators, as the case may be) ~~grievant~~ is not satisfied with the disposition of the grievance at Level One of this procedure, or in the event that no decision has been reached within ten (10) working days of when the grievance was presented at Level One, the grievance will be reduced to writing on a grievance form mutually acceptable to both the Union and the Board and submitted to the Superintendent.

A Level Two hearing will be scheduled within ten (10) working days upon receipt of the grievance by the Superintendent. Said grievance will state the specific Article of the contract that it is alleged to have been~~was~~ violated. The grievance shall then be heard by the Superintendent, or his or her designee, following which the Superintendent or his or her designee shall have ten (10) working days to respond to the Administrator. ~~This form will be submitted to the Level Two hearing officer (Assistant Principal or Principal, to Superintendent or his/her designee). The hearing officer will have ten (10) days to respond following the mutually agreed upon hearing date.~~

Level Three. In the event that the Union is not satisfied with the disposition of the grievance at Level Two of this procedure, or in the event that no decision has been reached within ten (10) working days of when the grievance was heard at Level Two, the Union may file the grievance with the Commissioner of the State Department of Education or Executive Director of the Connecticut Technical Education and Career System, as the case may be, within ten (10) working days of the date of the Level Two decision or last possible date on which a Level Two decision could have been timely issued. ~~In the event that the grievance shall not have been satisfactorily resolved at Level Two, the Union may within ten (10) working days of the Superintendent's decision at Level Two submit the written grievance to the Level Three hearing officer (Commissioner or his/her designee).~~ A Level Three hearing shall be scheduled within ten (10) working days upon receipt by the Commissioner or Executive Director as the case may be of the

grievance filing at Level Three. The grievance shall then be heard by the Commissioner or Executive Director, or either officer's designee, within ten (10) working days of receipt at Level Three. Thereafter, the Commissioner, Executive Director or either officer's designee ~~The Level Three hearing officer~~ shall render a written decision within ten (10) working days of the ~~aforementioned meeting.~~Level Three meeting.

Level Four.

A. Where ~~the~~ a grievance involves the claimed violation, misinterpretation or misapplication of a specific term and/or provision of this Agreement and ~~if such grievance shall not have been~~ is not satisfactorily disposed of at Level Three, the Union may ~~refer~~ file the unsettled grievance to binding arbitration in writing within ten (10) working days after ~~the decision of the Commissioner or his/her designee under Level Three.~~ of the date of the Level Three decision or last possible date on which a Level Three decision could have been timely issued.

B. The submission to arbitration shall specify with particularity the facts giving rise to the grievance, the issue or issues involved, the date that the alleged violation is claimed to have occurred and the remedy or relief sought.

C. The arbitrator shall be selected by the parties from a panel of neutral labor arbitrators provided by the American Arbitration Association and in accordance with the American Arbitration Association's selection procedures. The arbitration shall be conducted under the Labor Arbitration Rules of the American Arbitration Association. Submission to arbitration shall be by letter, postage prepaid, addressed to the American Arbitration Association and postmarked within the time limit provided in this Article. A copy of such letter shall be mailed concurrently to the Commissioner, or Executive Director or his/her designee. The expenses for the arbitrator's services and for the hearing shall be shared equally by both parties. Each of the parties shall bear the cost of its own witnesses, including any lost wages which may be incurred. However, in the event the parties mutually agree to have an arbitration conducted during working hours, the Board agrees there will be no loss of pay for the grievant and the steward.

D. ~~On grievances when the arbitrability has been~~Where the arbitrability of any grievance is raised by either party as an issue prior to the actual appointment of an arbitrator to hear the grievance on its merits, a separate arbitrator shall be appointed to determine the issue of arbitrability unless the parties agree otherwise. The arbitrator appointed to determine the arbitrability of a grievance shall have no power to add to, subtract from, alter, or modify this Agreement.

E. ~~The arbitrator~~In all cases the appointed arbitrator will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or if oral hearings have been waived, then from the date of the final statement and briefs are submitted to his/her findings of act, reasoning and conclusion on the issues submitted. By mutual agreement, the parties may extend this deadline.

F. Any meeting with reference to the grievance procedure shall not interfere with an Administrator's scheduled duties or responsibilities. The parties may agree to conduct any arbitration hearing during school hours.

G. The arbitrator's decision shall be final and binding on the parties, provided, however, neither the submission of questions of arbitrability to the arbitrator in the first instance or any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, and shall not ~~to~~ restrict the authority of a court of competent jurisdiction to ~~construe any such~~vacate any award ~~as contravening~~that contravenes the public interest.

Section Seven. Notwithstanding any contrary provisions, no dispute or controversy shall be subject for binding arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement. The arbitrator will be without power or authority to alter, add to, or delete from the provisions of this Agreement or to make a decision which:

(a) is violative of or inconsistent with any of the terms of this agreement or applicable law;

(b) exceeds his/her jurisdiction and authority under law and this agreement;

(c) involves any matter which by law or under the terms of this agreement is within the exclusive authority of the Board;

(d) involves the failure or refusal by the Board to renew the Contract of or reappoint a non-tenured employee;

(e) involves removal of a probationary employee during the probationary period as set forth in Article 23;

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

(g) involves compliance with health and safety standards and OSHA;

(h) removes any material placed in an employee's personnel file.

BOARD PROPOSAL # 11
NEW ARTICLE
WORKING CONDITIONS

Section One. It is understood that each administrator shall carry out his or her professional responsibilities in accordance with the educational mission of the Connecticut Technical Education

and Career System.

[Section Two still open]

Section Three. Administrators are required to maintain a professional appearance while performing their duties on behalf of the Connecticut Technical Education and Career System. This requirement shall be governed by the following principle: Administrators are expected to present a physical appearance and dress in a manner which reflects well on the Connecticut Technical Education and Career System and is befitting the supervisory and management role of the administrator.

UNION PROPOSAL #8

ARTICLE 27
SICK LEAVE

...

Section Twelve. Sick Leave Bank. Effective September 1, 1989, there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees as detailed herein ~~who have completed the three-year probationary period~~. The enrollment period will be from September 1 to October 1 of each contract year. Employees wishing to enroll will notify the Bureau of Human Resources during this time period. The Bureau of Human Resources will forward to the Union President a list of eligible employees on or before October 15.
No new enrollees will be accepted after that date. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor Management subcommittee established to administer the program. All committee meetings will be scheduled ~~after 3:00 P.M.~~ at a time and location agreeable to the members. Said committee shall be comprised of three (3) designees, one (1) from the Employer and two (2) from the Union, and shall determine eligibility for benefits in accordance with the following:

A. Each eligible employee who elects to participate shall contribute one (1) day from accrued sick leave to the sick leave bank. Days contributed shall not revert to the employee if not used.

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 allocation of sick days from the bank, an employee must meet the following conditions:

1) Exhaustion of all sick leave, vacation and personnel leave;

2) The illness or injury is not covered by Workers' Compensation and/or such benefits have been exhausted;

3) An acceptable medical certificate supporting the absence is on file;

~~4) Completion of the three-year probationary period;~~

5) The bank is not depleted.

...

UNION PROPOSAL #12

ARTICLE 11
PREGNANCY, PARENTAL LEAVE

~~**Section One.** Health insurance coverage for disabilities resulting from or contributed to by pregnancy shall be available consistent with the requirement of applicable law.~~

~~**Section Two.** 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 leaves. Upon expiration of paid leave, the employee may request in writing, and shall be granted, a medical leave of absence without pay with position being held not to exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence beyond this period must also be in writing. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision. However, in no case should the leave go beyond a total six (6) months, paid or unpaid, except when deemed necessary or acceptable by the Superintendent.~~

~~**Section Three.** Except in cases of medical emergency, an employee who will be receiving pregnancy leave will notify the Superintendent at least three (3) months in advance so that her assignment can be adequately covered.~~

~~**Section Four.** Parental Leave. Up to five (5) days of paid leave, 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. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.~~

~~**Section Five.** Parental leave of absence may be requested in writing to the Superintendent. If granted, the employee position will be held. Parental leave will be without pay for a period not to exceed six (6) months.~~

The terms and conditions of Pregnancy and/or Parental leave shall be governed by applicable law, the SEBAC Agreement and/or by General Letter 39 – State of Connecticut Family and Medical Leave Entitlements Policy – Revised (dated March 28, 2018 or as may be amended between the State and SEBAC), which is adopted herein by reference. (General Letter 39 may be found at the following website address: https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-Medical-Leave-DAS-General-Letter-39.pdf)

Notwithstanding this provision, extended notice to the Superintendent or his or her designee of the need for pregnancy leave is appreciated and allows the Connecticut Technical Education and Career System to best plan for continuity of student instruction.

UNION PROPOSAL #14

ARTICLE 18
TRANSFER

[Proposed changes to Section One still open]

. . .

Section Three. ~~The parties agree to institute a~~ A potential transfer list shall exist and be updated by the Superintendent and/or his/her designee each year, on or before December 30th, by adding new bargaining unit members and by surveying the current bargaining unit members regarding any update/revision of their preferred school(s) ~~and as soon as practical following implementation of the contract~~. Administrators may also contact Central Office on an individual basis to add or delete schools at any time. An administrator who has indicated an interest in a potential transfer will not have that interest acted on without prior discussion. ~~The parties shall agree upon a memorandum form discussed at the bargaining table shall be used to solicit interest unless a modification is mutually agreed to.~~ Nothing in this section shall be deemed to limit or restrict the Board prerogative to involuntarily assign or transfer administrators, provided consistent with other provisions of this contract; however, the Board will make reasonable efforts to give due consideration to the preference(s) of an administrator as detailed in the transfer list when feasible.

UNION PROPOSAL #15A

ARTICLE 21
VACATION LEAVE

Section One. Each year, every bargaining unit employee shall earn paid vacation credits for each completed calendar 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

Bargaining unit employees shall be credited with that year's vacation allotment each July 1st. If a bargaining unit employee utilizes vacation days that he/she has been credited with but ends his/her employment before such vacation days were actually earned, then such days that were credited/utilized but not earned shall be deducted from the employee's final pay.

[Proposed changes to Section Two withdrawn]

UNION PROPOSAL #15B

ARTICLE 27
SICK LEAVE

. . .

Section Eight. If an employee is absent for five (5) or more consecutive working days, the employee must submit a medical certificate. An employee who requests leave under ~~the Family and Medical Leave Act and/or leave pursuant to Section 5-248a of the General Statutes must submit a medical certificate on the State's official medical certificate form.~~ applicable law, the SEBAC Agreement and/or under any applicable provision of General Letter 39 – State of Connecticut Family and Medical Leave Entitlements Policy – Revised (dated March 28, 2018 or as may be amended between the State and SEBAC), shall follow the procedures and utilize the forms as required therein. (General Letter 39 may be found at the following website address: https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-Medical-Leave-DAS-General-Letter-39.pdf)

SIGNATURE PAGE FOLLOWS

For the State of Connecticut
Board of Education (On Behalf
of the Connecticut Technical Education
and Career System)

Chief Spokesperson
ZACHARY SCHURIN

10 - 12 - 2021
Date

Local 61 American Federation of
School Administrators AFL-CIO

Chief Spokesperson
Nicole Rodriguez

10/12/2021
Date

2021 NEGOTIATIONS BETWEEN

STATE OF CONNECTICUT
BOARD OF EDUCATION
(ON BEHALF OF THE
CONNECTICUT TECHNICAL EDUCATION
AND CAREER SYSTEM)

and

LOCAL 61, THE AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS (AFL-CIO) (ON BEHALF OF THE ADMINISTRATAORS OF THE CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM)

TENTATIVE AGREEMENTS

At the negotiation session held on September 22, 2021 the parties reached the following tentative agreements:

ARTICLE 19
VACANCIES AND PROMOTIONS

Section One. The filling of vacancies and the establishment of new positions within the school system is the responsibility of the Board acting upon the recommendation and the advice of the Commissioner or Executive Director as the case may be.

Section Two. Whenever a vacancy occurs in an established position (which the Board intends to fill) or a new position is created within the bargaining unit, notice shall be e- mailed to each member as soon as possible and shall be posted on the ~~Internet~~ Connecticut Technical Education and Career System's website under "Employment Opportunities." Except in the case of emergency, notice of a vacancy shall be e-mailed fifteen (15) days prior to the application closing date.

Section Three. The Internet posting shall set forth the specifications and qualifications for the position and the date by which application shall be filed with the Superintendent.

[Section Four still open]

Section Five. Nothing in this agreement shall prevent the Board from making acting appointments in the best interest of the educational needs of the system until such positions can be filled with permanent appointments. Absent an emergency, the Board shall fill vacancy of a Principal and/or an Assistant Principal position, at least via an acting appointment, within thirty (30) calendar days of such vacancy. Acting ~~Such~~

appointments may be made for a period of up to six (6) months and may be renewed for an additional period of up to six (6) months according to State guidelines or regulations. Such acting or t~~T~~emporary appointments shall not be made to give an individual an advantage over other applicants for a position. Anyone appointed temporarily/on an acting basis must hold 092 certification or a Durational Shortage Area Permit ("DSAP"). Acting/t~~T~~emporary administrator appointees who are not in another State bargaining unit ~~shall, as a condition of employment, join the Union or pay the Union a service fee allowable by law if the~~ and who are appointed~~ment is~~ for at least three (3) months shall be eligible for membership in the bargaining unit and shall be treated as new members of the bargaining unit for purposes of Article 6.

Section Six. The Board agrees that all applicants shall be informed of the Board's decision and action with respect to each application.

Section Seven. Notice of vacancies in established positions or in newly created positions, which are outside of the bargaining unit and within the Connecticut Technical Education and Career System, shall be e-mailed to ~~the President, Local 61 or designee~~ all members of the bargaining unit.

Section Eight. The provisions of this Article shall be subject to grievance arbitration only with respect to the failure of the Board to follow the procedural requirements set out.

For the State of Connecticut
Board of Education (On Behalf
of the Connecticut Technical Education
and Career System)

Chief Spokesperson
Zachary Schurin

10-12-2021
Date

Local 61 American Federation of
School Administrators AFL-CIO

Chief Spokesperson
Nicole Rathgeb

10/12/2021
Date

2021 NEGOTIATIONS BETWEEN

STATE OF CONNECTICUT
BOARD OF EDUCATION
(ON BEHALF OF THE
CONNECTICUT TECHNICAL EDUCATION
AND CAREER SYSTEM)

and

LOCAL 61, THE AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS (AFL-CIO) (ON BEHALF OF THE ADMINISTRATAORS OF THE CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM)

TENTATIVE AGREEMENTS

At the negotiation session held on January 10, 2022 the parties reached the following tentative agreements:

ARTICLE 31
PROFESSIONAL DEVELOPMENT

The Connecticut Technical Education and Career System encourages the participation of its Administrators at professional meetings, conferences, conventions, workshops and similar programs.

Section One. Approval to participate in professional functions may be granted by the Superintendent subject to standard procedures used by the Department of Education. Reimbursement, where applicable, will be at the rate indicated in the Standard State Travel Regulations, unless otherwise indicated in this Agreement.

Section Two. -Tuition for successfully completed course work with an accredited institution of higher education (ie – accredited by CHEA/NEASC or the like) will be reimbursed up to twelve (12) credits per school year (July to June) at a reimbursement rate tied to the University of Connecticut NEAG School of Education tuition rate. Written approval by the Superintendent must be obtained prior to enrollment, except that approval shall not be unreasonably denied where such advance notice is not feasible due to the course enrollment procedures or related logistical issues not caused by the requesting administrator. Course work must relate to the administrators' professional development objectives and/or the objectives of the Connecticut Technical Education and Career System. Administrators shall ~~will~~ be timely reimbursed upon successful completion of the course (3.0 grade point average or higher, unless it is simply pass/fail), submission of a voucher, transcript of a grade and a receipt or cancelled check showing the amount paid for tuition. Short term, non-credit courses which are approved in writing by the Superintendent may also be reimbursed; reimbursement shall not exceed $550.00 ~~and may include~~

~~fees up to $500.00 for Continuing Education Units (C.E.U.'s)~~.

With respect to online course work: A professional development subcommittee consisting of an equal number of representatives appointed by the Union and by the Superintendent, and including the Supervisor of Professional Development, shall develop a list of mutually agreed upon accredited institutions of higher education from which administrators may seek reimbursement under this policy for online courses, and thereafter maintain and update such approved list every other year, to add and/or delete approved institutions. The Superintendent shall have the ultimate authority to make changes to the list of approved institutions for reimbursement for online course work in the event that the professional development subcommittee cannot agree on a proposed change to such list. Online courses taken through an educational institution that is not included on such approved list shall be reimbursed at 50% of the applicable reimbursement rate, except that an administrator may seek exemption from such reimbursement reduction from the Superintendent or his/her designee upon a satisfactory showing of the educational rigor of the online program. Once such an exception is approved, such online course shall be added to the approved list.

For purposes of this section, timely reimbursement means that the Board shall make all reasonable efforts to ensure that payment is delivered to the administrator within ~~sixty (60)~~ **ninety (90)** days of such administrator's submission to the Board. The Board shall also make all reasonable efforts to provide an administrator with prompt notice of any claimed deficiency, missing documentation, or need to otherwise correct/supplement his/her submission in support of his/her reimbursement request. In the event that reimbursement is not timely made to an administrator due to third party administration and/or review of reimbursement requests, the Board shall make all reasonable efforts to cooperate with the Union to facilitate and prioritize overdue payments.

Section Three. The Superintendent may approve full or partial reimbursement for dues to professional organizations. Request for reimbursement must be made in writing, prior to joining.

Section Four. For the purpose of making payments pursuant to Section Two above, and for the purpose of paying for attendance at educational conferences or conventions approved by the Superintendent, there shall be a Professional Development Fund consisting of:

a) the amount unused and carried over from funds appropriated pursuant to Sections Four and Six of the contract that expired on June 30, 2011; and

b) an additional ~~$30,000~~ $45,000 added to the fund in each contract year.

There shall be unlimited carryover of unused funds from one contract year to the succeeding contract years.

The Board shall ensure that the Union is provided with a financial report of disbursements and balance of the Professional Development Fund, as well as the then-present status and details of any pending request(s), on or about October 1, March 1 and August 1 of

each year.

Section Five. The administration of this Article shall be a subject of discussion by the joint Labor Management Committee.

For the State of Connecticut
Board of Education (On Behalf
of the Connecticut Technical Education
and Career System)

Zachary D. Schurin
Chief Spokesperson

2/22/2022
Date

Local 61 American Federation of
School Administrators AFL-CIO

Nicole M. Rothgeb
Chief Spokesperson

2/21/2022
Date

2021 NEGOTIATIONS BETWEEN

STATE OF CONNECTICUT
BOARD OF EDUCATION
(ON BEHALF OF THE
CONNECTICUT TECHNICAL EDUCATION
AND CAREER SYSTEM)

and

LOCAL 61, THE AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS (AFL-CIO) (ON BEHALF OF THE ADMINISTRATAORS OF THE CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM)

TENTATIVE AGREEMENT

In full and final settlement of a successor agreement to their July 1, 2016 through June 30, 2021 collective bargaining agreement the negotiating teams for the State Board of Education, on behalf of the Connecticut Technical Education and Career System (the "Board") and Local 61, The American Federation of School Administrators, on behalf of the administrators of the Connecticut Technical Education and Career System (the "Union") have tentatively agreed to the following changes to their collective bargaining agreement subject to ratification in accordance with law:

I. TELECOMMUTING/TELEWORK – Union #20

APPENDIX D

~~**TELECOMMUTING**~~ **TELEWORK**

~~Telecommuting is resolved by separate side letter attached hereto; or in the event no such side letter is agreed upon, the matter will be addressed pursuant to Section VIIIb of Attachment F of the June 25, 2017 SEBAC Agreement as codified in Section III of the undated three (3) page document titled Cross Unit Handling of Durationals, Temporaries, Snow Days and Flexible Spending, signed by Daniel Livingston and Lisa Grasso Egan.~~

Administrators shall be permitted to telework under the following circumstances and subject to the below conditions:

1. **At least one (1) building administrator per school building shall be required to work onsite on any and all telework days. The Superintendent's (or designee's) authority to require more than one building administrator to work onsite on a telework day will not be exercised unreasonably nor on a regular basis absent unusual circumstances. If all administrators assigned to a school building seek to telework on the same day the determination of which building administrator will be required to work onsite on a given day shall be made by the building principal provided that teleworking opportunities are made available to all building administrators on an equitable basis, with seniority in the bargaining**

unit being the final tie-breaker in any dispute. Central Office administrators shall not be subject to this provision for purposes of in-person Central Office coverage. Central Office administrators however may be denied the use of telework by the Superintendent or his or her designee in order to ensure adequate building coverage across all CTECS' schools as set forth in this Appendix or to attend to critical assignments that require in-person attendance as reasonably determined by the Superintendent or his or designee, provided however that teleworking opportunities shall still be made available to Central Office administrators on an equitable basis;

2. Both building and Central Office administrators shall be eligible to telework on days when all CTECS' schools are scheduled to be closed for students and teachers, provided that the administrator provides prior written notice to the Superintendent or designee at least forty-eight (48) hours in advance of the desired telework day so that the Administration can ensure adequate in-person coverage of all CTECS' schools on the desired telework day;

3. Building administrators shall be eligible to telework on days when their individually-assigned school is closed for students and teachers due to snow, other inclement weather or unexpected site closure (e.g. electrical/heating/cooling failure at a site), provided that the administrator gives notice to the Superintendent or designee as soon as practicable after the school closure is announced so that the Administration can ensure adequate in-person coverage of the administrator's school or other work location on the desired telework day;

4. Central Office administrators shall also be eligible to telework on days when A.I. Prince Technical High School in Hartford is closed for students and teachers due to snow, other inclement weather or unexpected site closure (e.g. electrical/heating/cooling failure at the school);

5. Where any school or work location has only one (1) administrator regularly assigned (e.g. Bristol Tech), such administrator shall not be denied teleworking opportunities consistent with the provisions of this Appendix. Accordingly, where necessary, Central Office administrators shall be required to provide onsite coverage to accommodate such teleworking opportunities for administrators who are assigned to a school or work-location that is ordinarily staffed by only one (1) administrator. Central Office administrators may also be required to provide emergency onsite coverage of schools and other work-locations ordinarily staffed with more than one administrator in the event that unforeseen circumstances lead to a lack of sufficient building coverage on a given telework day. The Superintendent or designee shall assign Central Office administrators to building coverage in such circumstances in an equitable manner;

Administrators are expected to adhere to the same standards of productivity and professionalism on approved telework days as they would be on normal workdays. An administrator's failure to adhere to these standards on an approved telework day may result in disciplinary consequences consistent with the terms of this Agreement and established past practice and/or the suspension of telework opportunities.

II. TENURE - CTECS #4 and #9[1]

Art 9, Sec Two, Para B

For the purposes of this Agreement, an employee shall attain "tenure" following the completion of four (4) years of continuous full-time service as a certified professional in the Connecticut Technical Education and Career System. "Continuous full-time service" means that time during which the administrator is employed by the Connecticut Technical Education and Career System without any break in employment of more than one (1) calendar year. An administrator who has not attained tenure shall not count layoff time toward tenure, except that if such administrator is reemployed by the Connecticut Technical Education and Career System within five calendar years of the layoff, such administrator may count the previous continuous employment immediately prior to the layoff towards tenure. Likewise an administrator who has not attained tenure shall not count authorized leave time towards tenure if such time exceeds ninety work days in any one work year provided only the days worked that year by such administrator shall count towards tenure. This provision supersedes Section 10-151 of the General Statutes and any conflicting regulations of the State Board of Education.

Art 23 – Sec Two

For the purposes of this Agreement, an employee has "tenure" in the Connecticut Technical Education and Career System only following the completion of four (4) years of continuous full-time service as a certified professional in the Connecticut Technical Education and Career System. "Continuous full-time service" means that time during which the administrator is employed by the Connecticut Technical Education and Career System without any break in employment of more than one (1) calendar year. An administrator who has not attained tenure shall not count layoff time toward tenure, except that if such administrator is reemployed by the Connecticut Technical Education and Career System within five calendar years of the layoff, such administrator may count the previous continuous employment immediately prior to the layoff towards tenure. Likewise an administrator who has not attained tenure shall not count authorized leave time towards tenure if such time exceeds ninety work days in any one work year provided only the days worked that year by such administrator shall count towards tenure. This provision supersedes Section 10-151 of the General Statutes and any conflicting regulations of the State Board of Education.

III. CTECS #4 Re Notice of Non-renewal

Art 9, Sec 5

Section Five. Notice of non-renewal of a non-tenured Administrator will be sent by the Superintendent to the non-renewed administrator and to the President of Local 61 not later than ~~May~~ June 1st.

---

[1] CTECS' withdrawals of that part of proposed revisions that would have replaced "certified professional" with "administrator" - is wwithout prejudice as to its legal position in any proceeding.

IV. Probation, Tenure and Working Test Period – Art 23

Union #6 and Board #9

Section One. An individual newly appointed to an Assistant Principal's~~,~~ position who is already employed within the Connecticut Technical Education and Career System at the time of appointment shall serve a three (3) year probationary period. An individual newly appointed to an Assistant Principal's position who is not employed by the Connecticut Technical Education and Career System at the time of appointment shall serve a four (4) year probationary period. Any time spent ***(of at least two (2) weeks)*** serving ***in an appointment of as*** an acting***/interim*** Assistant Principal (or an equivalent thereto) shall be counted towards completion of such probationary period **under this section.** In the event of removal from the position as a result of failure of this probationary period, the administrator may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement. In such a case, if the administrator had previously acquired tenure in the Connecticut Technical Education and Career System, the administrator shall be returned to an available vacancy in a teaching position for which he/she is qualified. Return to a teaching position shall not apply in the event of dismissal (as opposed to non-renewal or removal during the probationary period). An Assistant Principal who is removed from the position during the probationary period but who had not previously acquired tenure in the Connecticut Technical Education and Career System, may be considered for vacant teacher or other positions within the system for which he/she is qualified.

Section Two. An individual newly appointed to a Principal position shall serve a ~~two-year~~ **three-year** probationary period if promoted from an Assistant Principal position, or a four-year probationary period if appointed from outside the bargaining unit. Any time spent ***(of at least two (2) weeks)*** serving ***in an appointment of as*** an acting***/interim*** Principal (or an equivalent thereto) shall be counted towards completion of such probationary period. In the event of removal from the position as a result of failure of this probationary period, the administrator may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement.

An Assistant Principal who is promoted to Principal and is subsequently removed from the Principal position during the probationary period shall be returned to his/her former class of Assistant Principal, provided that he/she has tenure in the Connecticut Technical Education and Career System. Return to an Assistant Principal position shall not apply in the event of dismissal (as opposed to non-renewal or removal during the probationary period).

A Principal who was not promoted from within and is removed from the Principal position during the probationary period may be considered for vacant teacher or administrator positions within the system for which he/she is qualified.

V. Working Conditions

BOARD PROPOSAL # 11

Section Two. The parties recognize and agree that the administrator's responsibility to their students, teachers and the profession at large entails the performance of duties**, reasonable assignment of appropriate school personnel** and**/or** the expenditure of time **by the administrator or appropriate personnel which may sometimes occur outside of and/or** beyond the student school day. **Such duties may include, but are not limited to, attendance at after school functions such as student extracurricular activities and open houses.**

VI. Top Step Bonus

Union # 23, Art 29, Compensation, Sec One, new Para B

B. Top Step Payment – Employees who are at maximum and therefore not eligible for an Annual Increment ("AI") shall receive a lump sum payment in accordance with the following rates – Principals two thousand dollars ($2000) for Principals and one thousand dollars ($1000) for Assistant Principals. Such payment shall be made on the date when the AI would normally apply.

VII. Withdrawal of Specific Proposals

Union's withdrawal of all proposals Re Supervisors & Directors is without prejudice as to its legal position in any proceeding. Supervisor/Director proposals are Union #s:

- 1 – Art 1 – Recognition
- 14 – Art 18 – Transfer, Sec One
- 21 – Art 19 – Vacancies/Promotions, Sec Four
- 22A – Art 21 – Vacation Leave, Sec Four
- 16 – Art 28 – Temporary Service in a Higher Class, Sec One
- 17A – Art 29 – Compensation, Sec Four, Longevity, (Para B(2))
- 18 – Art 29 – Compensation, Sec Nine
- 19 – Art 32 – Personal Leave, Sec Three
- 25 – Art 33 – Administrative RIF, Secs Two through Twelve

Parties also agreed to withdrawals of the following proposals:

Board # - Article, Sec	*Union # - Article, Sec*
#13 – Art 5, Sec One	*#22B – Art 21, Sec 4 (last para re vacation leave)*
#14 – Art 9, Sec NEW	*#7 – Art 27, Sec 9*
	#9 – Art 29, Sec 3 (re 093 cert stipend)
	#17B – Art 29, Sec 4 (longevity increase)
	#10 & #19 – Art 32, Sec One & Three (Personal Leave Increases

Any and all other proposals and portions of proposals not otherwise TA'd (including previously signed or any TA pending signatures) or reflected herein are also mutually withdrawn. The withdrawal of any such proposal is without prejudice and does not imply that the Board or Union is abdicating an existing management or Union right or that the current contract should be construed in a manner which is inconsistent with any withdrawn proposal or portion of a proposal.

VIII. Duration

ARTICLE 34 -DURATION AND HOLDOVER OF AGREEMENT

Section One. This Agreement shall be effective retroactive to July 1, ~~2016~~ **2021** and shall expire June 30, ~~2021~~ **2025, except that there shall be a reopener effective July 1, 2024 as to GWI and AI (including top step bonus)**.

Section Two. The negotiations for a successor Agreement will commence in accordance with statutory requirements.

IX. Compensation - GWI/AI/Special lump sum

Per the SEBAC/State negotiated and agreed upon pattern.

For the State of Connecticut
Board of Education (On Behalf
of the Connecticut Technical Education
and Career System)

Zachary D. Schurin
Chief Spokesperson

2/24/22
Date

Local 61 American Federation of
School Administrators AFL-CIO

Nicole M. Rothgeb
Chief Spokesperson

2/24/2022
Date

APPENDIX A

SUPERSEDENCE

CONNECTICUT TECHNICAL HIGH SCHOOL ADMINISTRATORS

PROVISION REFERENCE	CONTRACT REGULATION	STATUTE OR AMENDED
Deduction of dues exclusively for the certified representative.	Article 6, Section 2	CGS 5-260
Procedure for dismissal or non-renewal only.	Article 9, Sections 1 and 5 Article 24, Section 1	CGS 10-151(c), (d),
Definition of "tenure"	Article 8, Section 7 Article 9, Section 1 Article 23, Sections 1, and 2 ~~and 3~~	CGS 10-151 and related Conn.State Agency Regs. 10-151
Allowance for use of leave credits for employees awaiting Workers' Compensation determination.	Article 10, Section 1	CGS 5-143
~~Allowance for 100% of salary while incapacitated from contracting a communicable or contagious disease in the course of employment.~~	~~Article 10, Section 1~~	~~Reg. 5-142(b)~~
Maternity disability leave without pay carries position for 6 months.	Article 11~~, Section 2~~	Reg. 5-248-2(e)
Up to 5 days parental leave deductible from sick leave.	Article 11~~, Section 4~~	Reg. 5-247-4
Rate and manner of vacation accrual specified in contract.	Article 21, Section 1	CGS 5-250
Vacation carryover normally limited to 10 day and maximum accumulation limited to 60 days for those hired 7/1/77 or later.	Article 21, Section 2	CGS 5-250(b)
Paid Military Leave for call ups limited to emergencies.	Article 26, Section 1	CGS 27-33

PROVISION REFERENCE	CONTRACT REGULATION	STATUTE OR AMENDED
Sick leave eligibility for death in immediate family increased to 5 days.	Article 27, Section 3	Regs. 5-247-4 5-247-4(a)(2)
Sick leave eligibility for sickness in family increased to 5 days.	Article 27, Section 3	Regs.5-247-4 5-247-4(a)(3)
when employee is without pay for 5 or more days per calendar month.	Article 27, Section 10	Reg. 5-247-2(a)(3)
Sick leave payment at 25% to maximum of 60 days upon death of employee within 10 years service.	Article 27, Section 11	CGS 5-247(a)
Payment for temporary service in a higher class commencing with the 15th working day, retroactive on the first working day.	Article 28	CGS 5-209
Payment for excess mileage incurred because of temporary service in a higher class of a different school.	Article 29	CGS 5-200(l) CGS 5-200(n)
Pay groups for longevity payments~~' and suspension of service credit for the fiscal years 2011-2013.~~	Article 29, Section 4	CGS 5-213
Payment for mileage incurred when an Administrator required to return to School in emergency - subject to approval of the Superintendent.	Article 29, Section 6	Standard State Travel Regulations
Payment for unused Personal Leave Days.	Article 32	CGS 5-250(c)
Teleworking	Appendix C	CGS 5-248i

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 23, 2022

Bargaining Unit: 18-American Fed of School Administrators
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	62
	General Fund	60
Total Annual Wages (26 pay periods) All Funds:		$8,668,805

	Annualized Basis (26 Pay Periods for All Years)				
		Percent Increase			
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Al's & Lump Sums	Other	Total
Prior to New Contract:	$139,819				
1st Year Contract: 2021-2022	$146,810	2.50%	2.50%	0.00%	5.00%
2nd Year Contract: 2022-2023	$154,150	2.50%	2.50%	0.00%	5.00%
3rd Year Contract: 2023-2024	$161,858	2.50%	2.50%	0.00%	5.00%
4th Year Contract: 2024-2025	$161,858	0.00%	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$8,668,805	$625,440	$1,060,553	$1,599,337	$1,365,337	$1,365,337
Fringe Benefits Value of Current Items		$93,191	$158,022	$238,301	$203,435	$203,435
TOTAL WAGES AND BENEFITS		$718,631	$1,218,575	$1,837,638	$1,568,772	$1,568,772

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 23, 2022

Bargaining Unit: AFSA American Federation of School Administrators
Period of Contract: July 1, 2021 through June 30, 2025

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% GWI effective 7/1/2021		$216,720	$216,720	$216,720	$216,720	$216,720
(2) Annual Increment - On Time		$216,720	$216,720	$216,720	$216,720	$216,720
(3) $2,500 One-time payment		$155,000	$0	$0	$0	$0
(4) Top Steps Bonus		$22,000	$40,000	$63,000	$0	$0
(5) Tuition Reimbursement		$15,000	$15,000	$15,000	$0	$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$625,440	$488,440	$511,440	$433,440	$433,440
Fiscal Year 2022-2023						
(1) 2.5% GWI effective 7/1/2022			$227,556	$227,556	$227,556	$227,556
(2) Annual Increment - On Time			$227,556	$227,556	$227,556	$227,556
(3) $1,000 One-time payment			$62,000	$0	$0	$0
(4) Top Steps Bonus			$40,000	$63,000	$0	$0
(5) Tuition Reimbursement			$15,000	$15,000	$0	$0
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$572,112	$533,112	$455,112	$455,112
Fiscal Year 2023-2024						
(1) 2.5% GWI effective 7/1/2023				$238,392	$238,392	$238,392
(2) Annual Increment - On Time				$238,392	$238,392	$238,392
(3) Top Steps Bonus				$63,000	$0	$0
(4) Tuition Reimbursement				$15,000	$0	$0
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$554,784	$476,784	$476,784
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$625,440	$1,060,553	$1,599,337	$1,365,337	$1,365,337
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$38,777	$65,754	$99,159	$84,651	$84,651
Medicare 1.45%	1.45%	$9,069	$15,378	$23,190	$19,797	$19,797
Unemployment 0.15%	0.15%	$938	$1,591	$2,399	$2,048	$2,048
SERS Normal Cost 4.1%	4.10%	$25,643	$43,483	$65,573	$55,979	$55,979
OPEB Contribution 3%	3.00%	$18,763	$31,817	$47,980	$40,960	$40,960
TOTAL FRINGE IMPACT	14.9%	$93,191	$158,022	$238,301	$203,435	$203,435
TOTAL COST OF CONTRACT - ALL FUNDS		$718,631	$1,218,575	$1,837,638	$1,568,772	$1,568,772

STATUS AND REVISIONS OF PROPOSALS
AS OF JULY 9, 2021
By MARK J. SOMMARUGA, ESQ.
Please note-we have removed proposals/language that has been withdrawn

BOARD PROPOSAL #1

In addition to where such changes are made in these proposals,

1. Update references to Connecticut Technical Education and Career System throughout the agreement. ***Status: Tentative Agreement 2/18/21***
2. Eliminate all obsolete references throughout the agreement, including but not limited to references to the Director of Human Resources, other obsolete positions, and obsolete programs, especially in light of the consolidations and changes in the roles of various state agencies (including the Department of Administrative Services). ***Status: Union has acknowledged/agreed to the removal of the Director of Human Resources, and when putting together the agreed to language, we will eliminate obsolete references. Tentative agreement.***
3. Replace any reference to Guidance Counselor with School Counselor. ***Status: Tentative Agreement 2/18/21***

BOARD PROPOSAL #2
ARTICLE 1-UNION RECOGNITION AND RIGHTS

Section One.
The State of Connecticut recognizes the State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFL-CIO as the exclusive bargaining agent for all employees in positions covered by the certification issued by the State Board of Labor Relations in Decision No. 1694 (1978). Bargaining unit members may be referenced herein as "employees", "instructors," "teachers," "faculty members," or "professional staff." Unless stated to the contrary, the terms are intended to be synonymous. Any reference to "Board" means State Board of Education as well as any other state agency or board that a public act of the State of Connecticut designates to establish and maintain the Connecticut Technical Education and Career System
Status: Tentative Agreement 2/18/21

Section Two.
Upon receipt of a written authorization from an employee submitted through the Union so providing, the Board agrees~~, for the term of this Agreement~~, to deduct Union membership dues ~~or agency service fees~~ from an employee's checks when (and for as long as) each such employee individually and voluntarily authorizes the Board to do so, in accordance with the law. Such deduction shall be discontinued upon written notification of an employee to both the Board and

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the Union ~~thirty (30) days in advance~~. ***Status: Open issue but see SEBAC language and Union Proposal #1.***

When an employee resigns or retires at the end of the school year, the employee's final paycheck shall include deductions for the balance of the twenty-six (26) payments of dues or agency service fees not yet paid during the school year.

...

Section Four.

The amount of dues ~~or agency service fees~~ deducted, along with a listing of personnel, shall be remitted to the Treasurer of the Union within fifteen (15) days after the payroll period in which such deductions are made.

Status: Tentative Agreement 2/18/21. See also Union Proposal #2.

Section Five.

Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement. ***Status: No change from us, but see Union Proposal #3.***

Section Six.

The Board shall ~~continue its practice of~~ make payroll deductions as authorized by employees ~~for purposes other than payment of Union dues or agency service fees~~ consistent with state and federal law. ***Status: Could the Union agree (we can merge with Union Proposal #4)?***

Section Seven. ~~**Agency Service Fee.**~~

~~An employee who within thirty (30) days after initial employment fails to become a Union member or whose membership is terminated or who resigns from membership shall be required as a condition of employment to pay an agency service fee as required by Connecticut General Statutes Section 5-280, not to exceed the dues payable to the Union.~~

No payroll deduction of dues or fees 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.

Status: Tentative Agreement 2/18/21. See also Union Proposal #5.

Section Eight.

~~The Union shall indemnify the Board for any liability or damages incurred by the Board in payroll deduction of agency service fees.~~ The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability, including payment of the Board's reasonable attorney's fees, that may arise out of, or by reason of any action taken by the Board and its agents for the purpose of complying with the provisions of Sections Two through Five, above and/or otherwise related to the payroll deductions for union dues.

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Status: See Union Proposal #6

Section Twelve ***(AS REVISED ON 6-3-21).***

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PA. Union will add indemnification?

Union staff representatives shall be permitted to enter the schools, ***e-mailing and*** reporting first to the School Principal or his/her designee, for the purpose of discussing, processing or investigating grievances or fulfilling their role as collective bargaining agents, without interfering with administrative assignments, ***classes*** or ***other*** teaching duties of employees.
Status: Is this now agreeable to the Union?

...

Section Sixteen. Union Leaves.

...

B. Union Business Leave
Time off with pay shall be granted for official Union business as follows:
(1) For official Union business conducted on behalf of the entire collective bargaining membership in the Connecticut Technical ~~High School~~ Education and Career System, a maximum of eighty-five (85) additional days per year shall be allocated, the total to be the sum of days taken by various Union representatives within the collective bargaining unit.
(2) Time spent at arbitration hearings shall not be counted against time granted in (1) above.

...

Section Seventeen.
A copy of all CTECS Board ~~of Education~~ meeting agendas shall be provided to the Union President at least ~~forty-eight (48)~~ twenty-four (24) hours in advance of the meeting. The approved minutes of the CTECS Board will also be provided. ***Status: Tentative Agreement 2/18/21***

BOARD PROPOSAL #3
ARTICLE 2-BOARD PREROGATIVES
Status: We withdrew this proposal in exchange for the Union's agreement to Board Proposal #35 (substitute pay), as previously offered by the Union.

BOARD PROPOSAL #4
ARTICLE 3-SALARIES

Section One. Salaries for Full-Time Employees.

A. General Wage Increases

The salary schedules for full-time employees are set forth in Appendix A and reflect the following general wage increases:

(a) There shall be no general wage increase ~~for contract years 2016-2017 and 2017-2018. For those years,~~ and the Salary Schedule of Appendix A in effect on June 30, ~~2016~~ 2021 shall remain in effect during the term of this Agreement (2021-2025).

~~(b) Effective at the start of the pay period that includes September 1, 2018, all rates on the Salary Schedule for Full-Time Teachers (Appendix A) shall be consistent with those in effect June 30, 2016. In the pay period that includes July 1, 2018, a one-time payment of $2000 will be made to all employees covered by this agreement who are not scheduled to receive the Payment for Teachers at Maximum in~~

~~accordance with Article 3, Section Nine of this Agreement. For those employees covered by this Agreement scheduled to receive the Payment for Teachers at Maximum in accordance with Article 3, Section Nine of this Agreement, a $1000 payment, in addition to the scheduled Payment for Teachers at Maximum, will be made in the pay period that includes July 1. The one-time payment amount shall be pro-rated for part-time unit employees.~~

~~(c) Effective at the start of the pay period that includes September 1, 2019, all rates on the Salary Schedule for Full-Time Teachers (Appendix A) shall be increased three and one-half percent (3.5%).~~

~~(d) Effective at the start of the pay period that includes September 1, 2020, all rates on the Salary Schedule for Full-Time Teachers (Appendix A) shall be increased three and one-half percent (3.5%).~~

B. Compensation for Degrees

There will be no degree stipend paid ~~for the 2016-2017, 2017-2018, and 2018-2019 school years. For 2019-2020 and 2020-2021 contract years, there shall be funds equivalent to one percent (1.00%) of the base salary account for full-time teachers as of September 1st each year, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G~~ during the term of this Agreement (2021-2025).

...

Section Eight. Mileage Reimbursement.

Mileage reimbursement shall be in accordance with standard State travel policy. The rate of reimbursement shall be that provided for non-bargaining unit employees of the ~~State Department of Education~~ Department of Administrative Services.

...

Section Nine. Annual Increments and Payments for Teachers at Maximum.

A. Annual Increments

~~A full-time employee or regularly scheduled part-time employee who is employed in a permanent position will receive annual increments as follows, provided that, in the previous school year, the employee worked or was in pay status for at least one-half of the days in the work year as set forth in Article 6, Section One.~~

(a) ~~In the first three years~~ During the term of this Agreement (~~2016-2019~~2021-2025), there shall be no annual increments.

~~(b) In each of the final two years of this Agreement (2019-2021), teachers shall advance one step on the salary schedule in accordance with previously established standards and procedures.~~

~~The provisions of this Section are subject to the maximum salary for the employee's salary group and the limitations of Section One of this Article.~~

~~New employees or employees returning from leave of absence without pay must work not fewer than one-half of the school days in the school year in order to be eligible for the annual increment in the following school year.~~

~~B. Payments for Teachers at Maximum~~

~~(a) There shall be no lump sum bonuses for the first two years of this Agreement (2016-2018).~~

~~(b) For the 2018-2019 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of one thousand five hundred dollars ($1,500) payable the first pay period in January of 2019.~~

~~(c) For the 2019-2020 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of one thousand five hundred dollars ($1,500) payable the first pay period in January of 2020.~~

~~(d) For the 2020-2021 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of one thousand five hundred dollars ($1,500) payable the first pay period in January of 2021.~~

...

Status: We are respectfully apart.

BOARD PROPOSAL #5 (AS REVISED on 6/3/21)

ARTICLE 4

FRINGE BENEFITS

Section Three. Personal Days.

...

(d) Personal leave requested on the day before or after a weekend, holiday or any day other than a scheduled work day shall be restricted to the following reasons:

a. Religious holidays;
b. Court appearance; court appearance in connection with school business shall not be deducted from personal leave.
c. Family emergencies or important personal business which cannot be transacted outside of scheduled working hours.

For the third personal day of a school year, instructors may be required to provide documentation to the Assistant Superintendent or designee regarding the reason for and to justify the use of personal leave time ***under subsection (d). The Board understands its obligation to maintain the confidentiality of such documentation and information provided by the instructor.***

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Status: The remainder of the proposal is withdrawn. The change is limited to use of personal leave under Section 3(d). Is this agreeable to the Union?

BOARD PROPOSAL #6

ARTICLE 5- CAREER DEVELOPMENT

Status: We have withdrawn this proposal. We understand that the Union may

pursue this issue via Union #13 and we reserve the right to counter-propose.

BOARD PROPOSAL #7
ARTICLE 6
WORKING CONDITIONS

Section One. Work Year.

(a) ~~(1)~~ The work year for personnel covered by the Agreement shall begin on the date established by the individual Connecticut Technical Highs Schools and shall not be earlier than August 25.

Any teacher who, after consultation with the school administration, agrees to work additional days beyond the total number of days in the contractual employment year [Article Six, Section ~~1~~One (c) infra] shall be compensated at the per diem rate of his/her annual salary.

~~(2) The work year for the LPN Instructors normally shall fall between the dates established in (1) above, unless a clinical provider requires that a clinical experience be scheduled after June 30. If a clinical experience is scheduled after June 30, the following restrictions shall apply:~~

~~a. No Instructors shall be required to work during both July and August.~~

~~b. The employer shall make every effort to arrange summer staffing through mutually acceptable arrangements between Instructors and the School Principal.~~

~~Normally LPN Instructors shall work the number of days specified in Article 6, Section One (c). If an instructor works in excess of the number of days specified in subsection (c) below, payment shall be at the per diem rate of the Instructor's annual salary. Further, no LPN Instructor shall be required to work more than an additional twenty-two days in the twelve month period from the beginning date of one school year to the beginning date of next, and not more than ten (10) of those days may be scheduled within the normal work year established in (1) above.~~

~~(3) The work year for employees in programs operated through the Extension Fund will be set by management in accordance with the needs of the programs and the students. Any days worked in excess of the number specified in Article Six, Section One(c) will be paid at the per diem rate of the employee's annual salary.~~

Status: Tentative Agreement 2/18/21?

(b) An employee who has not previously attended a full orientation shall be required to attend three (3) days of orientation normally scheduled immediately prior to the beginning of the school year, in addition to the work year described in (c) below.

(c) The number of days in the work year shall be not more than one hundred ~~eighty-eight (188)~~ ninety (190) days which shall include not more than one hundred eighty-

7/9/21

~~four (184)~~ six (186) teaching days scheduled on the school calendar.

(d) ..

Section Two. Workday.

(a) (1) The workday shall consist of seven and one-half hours, scheduled beginning not earlier than 7:15 a.m. and ending not later than 3:~~00~~ 15 p.m., except as otherwise provided in this Section. The workday for an Instructor shall be consistent throughout the school year unless altered by agreement of the individual Instructor. Where an Instructor(s) is/are required to report before the start of the regular school day, volunteers shall be sought first. If there are insufficient volunteers, coverage assignments shall be distributed as equitably as possible among all Instructors at the school over the conrse of the school year.

Status: We are willing to discuss the withdrawal/modification of this proposal in consideration of sufficient withdrawals/tradeoffs by the Union.

(2) The standard workday may be varied for instructors who are not part of the regular Secondary School and Post Graduate Programs (such as ~~LPN, PTX and~~ programs operated through the Extension Fund), after a meeting and discussion between the affected Instructors and the Principals. The hours worked shall not exceed those required in Sections 2(a)(1) ~~and (2)~~ above. The standard workday also may be varied for employees assigned to satellites, in accordance with current practice. ***Status: Tentative Agreement 2/18/21***

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(3) If the Board seeks to establish a new academic program which deviates from the hours outlined in (a) (1) above, this Section shall be reopened for negotiations. Impasse in such negotiations shall be resolved by binding interest arbitration pursuant to C.G.S. 5-276a.

(b) The official school calendar shall provide a minimum of two (2) early dismissal days. One shall be the day before Thanksgiving. The other shall be the last day of school before Christmas if such day is December 22 or later.

On these days, the workday shall ordinarily end at the conclusion of two hundred and forty (240) minutes of actual student instruction. However, in the event no transportation is available at this time, the day may extend until 1:00 p.m.

On early dismissal days other than ~~the two~~ mandated by this section, Instructors may be required to stay until ~~3:00-15 p.m.~~ for orientation, staff meetings, professional development, student assistance, parent appointments or other professional responsibilities. The present practice at each school shall continue with respect to evening events.

[redacted]

When there is an evening event (such as open house) at a school, teachers who participate in such event shall be granted an early dismissal day, which will be scheduled ~~in accordance with the existing practice at each school~~ ***for the Friday***

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last scheduled workday of that week

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after the event.

...

(e) All employees may be required to remain beyond the normal work day because of student appointments or assistance, or for parent appointments. Whenever practical, twenty-four hour's notice shall be provided to instructors for these meetings.

(f) ~~Employees may be required to remain beyond the normal work day to attend staff meetings. Normally, there shall not be more than ten (10) eight (8) staff meetings per year called by the Principal which extend beyond the normal work day.~~

~~Meetings which extend beyond the normal work day shall not require an employee to be in attendance for more than sixty (60) minutes beyond the normal school day for students. Such meetings shall last no more than sixty (60) minutes and shall start as soon as practicable at the end of the student school day but no later than ten (10) minutes after the end of the student school day.~~

Commented [ES(8]: As discussed 7.9.21

The limitation on the number of staff meetings in this section applies only to staff meetings which extend beyond the normal work day, and not to staff meetings which occur between the end of the student day and the end of the normal work day for teachers.

School Principals will make a good faith effort to provide one week's notice of meetings beyond the end of the workday. Principals shall provide two school days' notice, except in emergencies.

In addition to staff meetings, employees may be required to attend the following meetings as part of their professional responsibilities: i) open house, ii) career night, and iii) one other event designated by the school administration, in collaboration with teaching staff.
Attendance at additional evening events or activities is voluntary but is encouraged.

Status: We have modified the proposal by reducing the mandate to one other event (as opposed to two events). Status: Could the Union agree to this revision if linked to the revised release time (i.e., the Friday after)?

[redacted]

Section Four. Office Open During Open House.
The office in each Connecticut Technical ~~High School~~ Education and Career System shall be open and a staff member present during open house evenings.

BOARD PROPOSAL #3
ARTICLE 11-VACANCIES

[redacted]

Section One. Posting ~~and Eligibility.~~

~~(a) When management decides to fill a newly created position or other vacancy, and such vacancy has not been filled by administrative transfer, the opening shall be posted on the school district's website for seven (7) days.~~

~~In order to be eligible to apply for a posted vacancy, an employee must meet the following criteria:~~

~~(1) The employee has at least three (3) full years (as defined in Article 6, Section 1 of this Agreement) of full-time employment in the system or the service specified in Section Three (h). For appointments effective at the start of the next school year, employees who will have completed the required years of service by the end of the school year shall be deemed eligible.~~

~~(2) If the vacancy would be a lateral transfer, as opposed to a promotion, for the employee, it has been at least two (2) years since the employee had an employee initiated transfer.~~

~~(3) The employee may not have an unsatisfactory evaluation or be in the supervisory assistance segment of the evaluation process.~~

~~Vacancies posted from October 1 to June 15 will be available for transfer, in accordance with this agreement.~~

~~(b) The Union president shall be sent a copy by e-mail and bargaining unit employees will receive notice in the following manner:~~

~~(1) during the school year – via the employee's electronic mailbox;~~

~~(2) during the summer recess – by posting on the school district's web site.~~

(a) All vacancies and new bargaining unit positions, including promotions that may exist within the bargaining unit, shall be posted (after transfers and reassignments, if any) for a period of seven (7) days prior to any appointment to fill the position. Nothing herein shall be deemed to limit the Board's inherent managerial rights with respect to i) creating, revising or restructuring positions, ii) eliminating, consolidating, or not filling positions, and/or meet the needs of the sending school districts and the student populations.

(b) All such vacancies and new positions shall be posted electronically on the Board's website and e-mailed to all bargaining unit members through the Board's group e-mail distribution system.

(c) All postings will include subject or trade area, certification, location and the deadline and procedure for applications.

Section Two. Application.

(a) In order to be considered for a lateral transfer or promotion, an interested employee must submit an application on the form posted on the web site. Such application must be ~~received in the Bureau of Human Resources in the format identified in~~ submitted in a timely manner as directed by the posting ~~by the application deadline.~~

~~(b) An employee who has applied for and been granted a lateral transfer shall not have any preference based on seniority or bargaining unit status if he or she applies for a similar position which is to be filled effective within two years of such lateral transfer. This language is not applicable to employees applying for a promotional~~

~~opportunity. For positions which are promotions, other provisions in this article shall apply.~~

~~(c) An instructor who voluntarily transfers to a position in a subject other than what he/she is currently teaching must remain in that position for two (2) years before being eligible to transfer.~~

Section Three. Selection.

For vacancies arising ~~during the transfer period~~ or specified in Article 11, Section One ~~(a)~~, the following shall apply:

(a) Instructors. ~~The most senior Instructor who is certified and currently teaching in the subject or trade area designated on the posting shall be transferred. If no such Instructor applies, the most senior Instructor who is certified, has taught (within the last five years) in the system in the subject or trade area designated on the posting, and who provides appropriate documentation of such shall be offered the transfer. The phrase "taught (within the last five years)" will be interpreted to mean six months of full-time teaching experience or its part-time equivalent.~~

When qualifications among candidates are equal, seniority shall be the determining factor. For the purposes of this section, "qualifications" shall be interpreted to include but not be limited to the following factors:

(1) Possessing the appropriate and requisite certificates and minimum standards to compete for the position;

(2) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, and the duties of the position, as revealed by performance evaluations; and

(3) Experience in the specific program or subject or trade areas (or as a Department head, as may be applicable), with experience within the last five years being preferred.

The top three (3) most senior candidates for any position shall be guaranteed an interview and shall be given due consideration for the position, in accordance with the above criteria.

(b) Academic/Guidance/Special Education Department Heads. ~~A vacancy in a Department Head position may be filled by transfer pursuant to (1) below or promotion pursuant to (2) below. However, an Instructor may be promoted into a Department Head position only if he or she has more seniority than a Department Head applying for transfer pursuant to (1) below.~~

~~(1) The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the area designated on the posting shall be offered the transfer unless a more senior employee is promoted pursuant to (2) below.~~

~~(2) Instructors and counselors promoted to Academic/Guidance/~~

~~Special Education Department Head will be promoted based on consideration of their experience (inside and outside the Connecticut Technical High School System), achievements and educational attainment. When the above considerations are equal, seniority will be the determining factor.~~

When qualifications among candidates are equal, seniority shall be the determining factor. For the purposes of this section, "qualifications" shall be interpreted to include but not be limited to the following factors:

(1) Possessing the appropriate and requisite certificates and minimum standards to compete for the position;

(2) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, and the duties of the position, as revealed by performance evaluations; and

(3) Experience in the specific program or subject or trade areas (or as a Department Head, as may be applicable), with experience within the last five years being preferred.

The top three (3) most senior candidates for any position shall be guaranteed an interview and shall be given due consideration for the position, in accordance with the above criteria.

~~(3) The mechanism for selecting applicants under this subsection shall be in accordance with the System's standard hiring practices.~~

(c) Selection shall not be subject to the grievance and arbitration provisions of this agreement, ~~except that a grievance limited to a claim that the process has not been properly followed may be brought under Article 21, Section One (a) (2) of the contract.~~

(~~d~~d) Trade Department Heads.

~~For vacancies arising during the transfer period specified in Article 11, Section One (a), the following shall apply:~~

~~(1) The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the trade area designated on the posting shall be offered the transfer unless a more senior trade Instructor currently teaching in that trade area is equally qualified based on consideration of experience (inside and outside the Connecticut Technical High School System), trade achievements and educational attainment. Disputes over this subsection are grievable but not arbitrable.~~

~~(2) If no Department Head applies, the most senior Instructor currently teaching in the trade area designated in the posting shall be promoted.~~

~~(3) For vacancies arising outside of the transfer period specified in Article 11, Section One (a), the mechanism for selecting applicants shall be in accordance with the System's standard hiring practices.~~

When qualifications among candidates are equal, seniority shall be the determining factor. For the purposes of this section, "qualifications" shall be interpreted to include but not be

limited to the following factors:

(i) Possessing the appropriate and requisite certificates and minimum standards to compete for the position;

(ii) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, and the duties of the position, as revealed by performance evaluations; and

(iii) Experience in the specific program or subject or trade areas (or as a Department Head, as may be applicable), with experience within the last five years being preferred.

The top three (3) most senior candidates for any position shall be guaranteed an interview and shall be given due consideration for the position, in accordance with the above criteria.

(dc) Advancement from VS 02 to VS 03 shall be considered a promotion.

~~Except for vacancies arising during the exempt period specified in Article 11, Section One (a), qualified applicants from within the system shall be given preference for promotion before outsiders are considered except where in conflict with affirmative action goals of the agency.~~

(ed) This Section shall be reopened in the event that the Commission on Human Rights and Opportunities issues a certificate of noncompliance pursuant to Section 46a-68-67 of the Regulations of Connecticut State Agencies or issues a complaint pursuant to Section 46a-68-71. If the parties cannot reach agreement, their dispute shall be subject to binding interest arbitration pursuant to C.G.S. 5-276a.

(fg) Under no circumstances may a junior employee grieve the selection of a senior employee.

(gh) Durational employees who have been employed for less than eighteen (18) calendar months may apply for vacancies but shall have no entitlement over outside applicants. Durational employees who have been continuously employed eighteen (18) calendar months or more may apply for vacancies and shall have entitlement over outside hires. Upon appointment to a permanent position, time spent as a durational employee shall count for seniority; such time shall also count for tenure as provided in Article 15.

~~(h) Regularly scheduled part-time employees employed in the regular day program who have been regularly scheduled for thirty-two (32) hours per week and who are certified and currently teaching in the subject or trade area specified on the posting, shall have no entitlement over full-time instructors but shall have entitlement over outside hires, after consideration of affirmative action goals.~~

Section Four. Effective Date of Transfer or Promotion.
An employee who applies for and is granted a transfer or promotion after the start of the school year shall be placed in the new position unless the Superintendent determines that the best interests of the system or school(s) will be better served by deferring the transfer or promotion to a later date.
~~If it is known that a position will not be filled until the start of the next school year, the posting and selection shall take place between March 15 and May 15 as provided in Section One.~~

Section Five. Probation for Promotion from Instructor to Department Head or From VS 02 to VS 03.

(a) An Instructor who is promoted shall serve a two (2) year probationary period. Failure to perform satisfactorily during the probationary period shall result in reassignment to an instructor position. This instructor will thus be allowed to a) fill a vacancy for which he/she is certified and has taught within the last five (5) years; b) bump the least-senior instructor in a position for which this instructor is certified and has taught within the last five (5) years; or c) accept a layoff and retain rights in accordance with Article 12 of this agreement.

(b) Nothing in this article shall be construed as superseding the tenure requirements of this Agreement.

(c) An employee who fails a promotional probationary period shall be precluded from applying for another promotional position for a period of three (3) years thereafter, and he/she must have achieved satisfactory or better evaluations during the three-year period.

Status: See revised proposal. In addition to maintaining/restoring the separate sections for instructor, academic department head, and trade department head positions, we have revised the proposal so that the three most senior persons are given an interview and due consideration for the position.

BOARD PROPOSAL #9
ARTICLE 12-LAYOFF AND RECALL

Section One. Definition and Notice.
A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic or statutory necessity, along with the needs of the sending school districts and the student populations.
~~The Board shall give notice of layoff for the coming school year to a tenured employee by June 1.~~
The layoff and bumping procedures set forth in Sections Three, Four and Five of this Article shall be used for all layoffs, including but not limited to programmatic layoffs and layoffs due to a decline enrollment.

Section Two. Seniority Definition.
Seniority shall be defined as continuous service from date of original appointment to a full-time bargaining unit classification regardless of teaching assignment. All leaves of absence will be

used in computing the length of service.

Section Three. Department Heads.

~~(a) In the event of a layoff, employees shall be laid off in the employee's current Department Head assignment in order of inverse seniority (as defined in Section Two).~~ Layoffs of Department Heads will be based upon programmatic needs and qualifications (including the needs of the sending school districts and student populations), as defined in Article 11, above. If factors are equal, seniority shall be the determining factor.

(~~b~~a) The laid off Department Head shall be entitled to:

1. Superseniority for any Instructor vacancy for which he/she is certified and has taught in the Connecticut Technical ~~High School~~ Education and Career System in a full-time capacity (Full-time capacity includes time spent in a durational position, but does not include substitute or part-time work); OR
2. ~~Displace the least senior Department Head in current teaching assignment; OR~~
3. Displace the least senior Instructor in current teaching assignment, provided the Department Head has greater seniority than that Instructor; OR
4. Displace the least senior Instructor in a different teaching area, provided the Department Head has greater seniority than that Instructor, is currently certified in that area and has taught in the Connecticut Technical ~~High School~~ Education and Career System in that area in a full-time capacity. (Full-time capacity includes time spent in a durational position, but does not include substitute or part-time work.); OR
5. Elect layoff and placement on the Recall List.

(~~c~~b) A Department Head who takes an instructor position as provided above in lieu of layoff shall be placed on the Recall List for Department Head positions, provided he/she has not rejected a Department Head position within a thirty-five (35) mile radius of his/her home.

Section Four. Instructors.

~~(a) In the event of a layoff, employees shall be laid off in order of inverse seniority (as defined in Section Two) in the employee's current teaching assignment.~~

~~(b) The laid off Instructor shall be entitled to:~~

~~1. Superseniority for any vacancy for which he/she is certified and has taught in the Connecticut Technical High School System in a full-time capacity (Full-time capacity includes time spent in a durational position, but does not include substitute or part-time work); OR~~

~~2. Displace the least senior Instructor in current teaching assignment, provided he/she has greater seniority than that Instructor; OR~~

~~3. Displace the least senior Instructor in a different teaching area, provided he/she has greater seniority than that Instructor, is currently certified in that area and has taught in the Connecticut Technical High School System in that area in a full-time capacity. (Full-time capacity includes time spent in a durational position, but does not include substitute or part-time work.);~~

~~OR~~

~~4. Elect layoff and placement on the Recall List.~~

If an Instructor has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that the Instructor is certified and qualified available. "Available" positions shall include any vacant position for which said Instructor is qualified and currently held by a durational or non-tenured Instructor. Determination of those to be released within the effected position shall be in the following order:

1. Durational Employees.
2. Non-tenured Employees.
3. Tenured Employees.

The following criteria with respect to qualifications will be used to select those tenured employees who are to be considered for termination within the broad tenure and certification categories established above. When qualifications among candidates are equal, seniority shall be the determining factor. Under no circumstances may a junior employee grieve the selection of a senior employee. For the purposes of this section, "qualifications" and "being qualified" shall be interpreted to include but not be limited to the following factors:

(i) Possessing the appropriate and requisite certificates and minimum standards to compete for the position;

(ii) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, and the duties of the position, as revealed by performance evaluations; and

(iii) Experience in specific programs or subject or trade areas (or as a Department Head), with experience within the last five years being preferred.

Section Five. Bumping.

(a) Department Heads and Instructors in permanent positions who do not have an option to elect a permanent position as provided above may displace any durational ~~Department Head or any durational~~ Instructor with less continuous full-time service in the bargaining unit (excluding substitute work), provided he/she is certified in that area and has more continuous full-time service than the durational employee.

(b) A permanent employee who bypasses a permanent position to accept a durational position shall have no bumping entitlement upon termination of the durational position, but shall have recall rights while occupying the durational position as well as for two years following termination from such position.

(c) A permanent employee who has no option to transfer or bump into a permanent position and accepts a durational position shall have recall rights while occupying the durational position as well as for two years following termination from such position. Upon termination of the durational position, the employee may elect to bump a less senior permanent employee or durational employee provided he/she has not refused a recall offer or otherwise had available to him/her a permanent position.

(d) Initial durational employees shall have no entitlement to displace other employees and shall have no recall rights.

(e) Nothing in this Article shall be deemed to preclude or restrict the Superintendent from terminating a probationary employee in his/her first year or non-renewing a non-tenured employee's contract. Nothing shall preclude or restrict the Superintendent from removing a probationary Department Head.

(f) Transfers under this Article shall be given priority over any other transfer procedures in the Division.

(g) The Agency working with DAS and OLR shall determine all employees who may be at risk for bumping and shall provide them with notice of potential layoff at the time notices are given to the employees identified above.

Section Six. Recall Procedures.

The senior employee laid off shall be recalled first to fill any vacancy for which he/she is certified provided he/she has taught successfully in the subject or trade area within five (5) years prior to the date of layoff. A vacancy is the position which remains vacant after current employees have been afforded the opportunity to exercise their rights to transfer as provided in Article 11. For purposes of this section, a determination of whether one has taught successfully is based upon demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, and the duties of the position, as revealed by performance evaluations.

The previous sentence notwithstanding, Department Heads with recall rights who have completed the Department Head probationary period shall be offered Department Head vacancies provided they are certified and qualified (as defined above) and have held a Department Head position in the same area or trade before less senior instructors are offered the position; this applies to active instructors and instructors on recall. Employees from the Recall List will be offered vacancies before the vacancy is posted as provided in Article 11.

The Board shall make a good faith effort to accommodate certified and qualified employees on the Recall List who wish to work in part-time, daily substitute or durational positions. An employee accepting such work shall retain recall rights to full-time permanent positions.

Recall rights shall be retained for two (2) years from the effective date of the layoff unless sooner terminated by the rejection of a recall offer within a thirty-five (35) mile radius of his/her home.

An employee who accepts an offer of a full-time substitute position shall waive recall rights on the basis of each year of such substitute work substituted for each year of recall rights. If the employee works only one year as a full-time substitute, the employee will retain one year of recall rights. If the employee continues in a full-time substitute position for more than two years, there shall be no recall rights when the employee's appointment to the full-time substitute position is not renewed.

Upon reinstatement or reemployment, employees will be returned at the salary step they had attained at time of layoff.

Section Seven.

The Board shall not hire from the outside to fill a vacancy in a certification for which there is a teacher who elects to exercise recall rights who is certified and qualified for the position.

Status: We are willing to discuss the withdrawal/modification of this proposal in consideration of sufficient withdrawals/tradeoffs by the Union.

BOARD PROPOSAL #70
ARTICLE 13-DISMISSAL, SUSPENSION OR OTHER DISCIPLINE

Status: We withdrew this proposal.

BOARD PROPOSAL #71
ARTICLE 14-ADMINISTRATIVE TRANSFER

Section One.

(a) An administrative transfer is a transfer from one school to another school, made or approved by the Superintendent. ~~Administrative transfer shall not be used to circumvent the right of a senior employee to a lateral transfer pursuant to Article 11.~~ The Superintendent shall approve voluntary administrative transfers only in special circumstances such as the need to retain a teacher in a shortage area, accommodation to a teacher's relocation or child care needs, or to meet the needs of bumped employees who wish to exchange the schools to which they were bumped.

(b) ~~When an administrative transfer becomes necessary, an affected employee who makes a written request shall be granted a meeting with the Director of Human Resources or his/her designee to discuss the transfer.~~

(c) Notice of administrative transfer shall be given to employees and the Union at least fifteen (15) days prior to the effective date of the transfer unless in an emergency or for operational needs determined by the Superintendent. ~~For transfers to begin at the commencement of a new school year, notice will be given by May 15 where possible and practicable.~~ An affected employee who makes a written request within seven (7) days of receipt of said notice shall be granted a meeting with the Superintendent or his/her designee to discuss the transfer, provided that the Superintendent's decision shall be final.

(d) ~~The Board agrees that administrative transfers are not to be used as disciplinary measures.~~

(e) An Instructor administratively transferred shall not be required, as a result of the transfer, to commute more than his/her current commuting distance or more than ~~forty (40)~~ fifty-five (55) miles from home to school, whichever is greater. These mileage and commuting limits shall not apply to Instructors who have been transferred for disciplinary or performance reasons.

(f) The rank held by a teacher shall be a relevant consideration when making administrative transfers.

Status: While we are keeping the parts of our proposal regarding the ability to transfer for disciplinary reasons and the process issues, we are modifying our mileage changes.

BOARD PROPOSAL #72

ARTICLE 15-TENURE AND NONRENEWAL

Status: We withdrew this proposal.

BOARD PROPOSAL #18

ARTICLE 17-~~GUIDANCE~~ SCHOOL COUNSELORS AND COORDINATORS

Section One. Extension of the Work Year.
The Department may extend the work year for ~~guidance~~ school counselors, coordinators for up to an additional thirty-six (36) scheduled workdays during a twelve (12) month year, usually up to eighteen (18) workdays at the beginning and eighteen (18) workdays at the end of the summer recess. Such additional days will be scheduled by the School Principal after consultation with the ~~guidance~~ school coordinator or counselor. For each such workday, ~~a guidance person~~ such school counseling personnel will be paid the employee's per diem rate.

Section Two. Workday.
The workday for ~~guidance~~ school counselors and ~~guidance~~ school coordinators will be the same length as regular instructors. It will not be divided up into periods. ~~Guidance~~School counselors and coordinators will have the same amount of unassigned administrative time and preparation time as other academic personnel, but will be expected to self-activate whenever professional performance requires.

Section Three. Clerical Support.

Clerical personnel shall continue to provide services to the ~~Guidance~~ School Counseling Department as available.

Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #14

ARTICLE 18-LIBRARY/MEDIA SPECIALISTS

STATUS: We withdrew on 3/24/21.

BOARD PROPOSAL #18

ARTICLE 19-DEPARTMENT HEADS

Section One. Preparation Time.
All Department Heads will have the normal allocated preparation time for employees in trade areas or in academic areas. The ~~Department~~ Board will continue to provide coordination time to Department Heads.

Section Two. Clerical Support.
Clerical personnel shall provide services to Department Heads where available or required.

Section Three. Temporary Assignment as Department Head.
An employee temporarily assigned in writing by the Principal, or his or her designee, to serve as

Department Head shall, commencing with the ~~fifteenth~~ twentieth consecutive workday, retroactive to the first workday, be paid the Department Head rate. ***Status: Tentative Agreement 2/18/21***

Section Four. Trade Department Heads.
The parties agree with the principle that Trade Department Heads should have sufficient time to do shop/theory observations and that preparation periods are not to be used for that purpose. Every effort shall be made to provide each Trade Department Head with two periods of coverage for each observation - one for the actual observation and one for the preparation for the post-observation conference, consistent with operating needs.

Section Five. Work Year and Summer.
In addition to the work year specified in this Agreement, Department Heads shall work up to an additional five (5) days during the months of July and August. Such additional days will be scheduled by the School Principal after consultation with the Department head.

Section Six. Board Prerogatives.
Nothing in this Article shall require the Board to maintain or fill any Department Head positions.

STATUS: We are willing to discuss the withdrawal/modification of this proposal in consideration of sufficient withdrawals/tradeoffs by the Union.

BOARD PROPOSAL #~~13~~ (as revised on 6/3/21)
ARTICLE 20-SUMMER SCHOOL, NIGHT SCHOOL, SPECIAL PROGRAMS
AND EXTRACURRICULAR ACTIVITIES

Section One. Posting, Vacancies and Removal.
...
After three (3) consecutive years' appointment to the same summer school, night school, special program or extra-curricular activity, a full-time tenured employee who is removed from such supplemental position may request a review of the removal by the Superintendent or his/her designee. If the Union is not satisfied with the Superintendent's decision, the Union may submit the grievance to arbitration pursuant to Article 21, Section Six of this Agreement. The arbitrator shall be without power to modify the Superintendent's decision unless the arbitrator finds that such decision was arbitrary and capricious. ***Status: Tentative Agreement 2/18/21***

Section Two. Qualifications and Seniority *(MODIFIED 6/3/21).*
When qualifications among candidates are ~~relatively~~ deemed equal by the school administration, seniority shall be the determining factor. Under no circumstances may a junior employee grieve the selection of a senior employee. For the purposes of this section, "qualifiedcations" shall be interpreted to mean:

(a) Possessing the appropriate and requisite certificates and minimum standards to compete for the position; ~~and~~
(b) Demonstrated competence ***in the position (or similar position)*** and ability to meet

the disciplinary standards, rules and regulations of the school, the Connecticut Technical ~~High School~~ Education and Career System, the CIAC, the applicable league, and/or the State Board of Education and

(c). Competing demands of other positions.

Section Three. Board Prerogatives.
Nothing in this Article shall require the Board to maintain or fill these positions.

Status: This proposal is still on the table as modified.

BOARD PROPOSAL #17
ARTICLE 21-GRIEVANCE AND ARBITRATION PROCEDURE

Status: We withdraw this proposal.

BOARD PROPOSAL #18
ARTICLE 22-SENIORITY

Status: We withdrew on 3/24/21.

BOARD PROPOSAL #19
ARTICLE 23-NON-DISCRIMINATION

Section One.
The parties herein agree that, as required by law, neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, lawful political activity or past/present history of mental disorder, learning disability and physical disability.
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 insure equal opportunity in the application of this Agreement.
Violations of this Article and any other matters concerning discriminatory practices which are filed with the Commission on Human Rights and Opportunities shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Status: We are willing to discuss the withdrawal of this proposal in consideration of sufficient withdrawals/tradeoffs by the Union.

W/D 7/4/21

BOARD PROPOSAL #20
ARTICLE 27-ACADEMIC FREEDOM

Status: We withdrew on 3/24/21.

BOARD PROPOSAL #21
ARTICLE 28-MISCELLANEOUS

...

Section Four. Change from "Vocational Technical" and ~~to~~ Connecticut Technical High Schools to Connecticut Technical Education and Career System.

~~During the negotiations for the 2007-2011 Agreement, the Board and the Union agreed to change all contractual references from "Vocational-Technical Schools" to Connecticut Technical High Schools." The parties agree that this change~~ During the negotiations for the 2021- Agreement, the Board and the Union agreed to change all contractual references from "Connecticut Technical High Schools" to "Connecticut Technical Education and Career System. The parties agree that ~~this~~ these changes ~~is~~ are not intended to negate or modify the application of statutory provisions which use the phrase "vocational technical" or "technical high school" to the school system.

Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #22
ARTICLE 29-LEGISLATIVE ACTION

Section One.

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 legislation approval has been granted pursuant to and consistent with Connecticut General Statutes Section 5-278, as may be amended from time to time. The Board shall request such approval as required by law. If the Legislature rejects such request as a whole, ~~the parties shall return to the bargaining table,~~ the matter shall be returned to the parties for further bargaining or arbitration proceedings as may be applicable and as may be required by Connecticut General Statutes Section 5-278, as may be amended from time to time. ***Status: Tentative agreement 3/24/21.***

BOARD PROPOSAL #23
ARTICLE 35-DURATION

This Agreement is effective on the first day of the ~~2016-2017~~ 2021-2022 school year and shall expire on the day prior to the start date of the ~~2020-2021~~ 2024 -2025 school year.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, ~~2020~~ 2024.

Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #24
SUPPLEMENTAL AGREEMENT COVERING SUBSTITUTES, PART-TIME EMPLOYEES, DURATIONAL EMPLOYEES, COACHES AND ADVISORS

PLEASE NOTE: UNLESS OTHERWISE NOTED, ALL REVISIONS MADE TO THE FOREGOING PROVISIONS WILL BE MADE APPLICABLE TO THE CORRESPONDING TERMS OF THE SUPPLEMENTAL AGREEMENT. IS THIS REALLY AN ISSUE??

BOARD PROPOSAL #25
SUPPLEMENTAL AGREEMENT ARTICLE 1 RECOGNITION (Section 3)

...

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~~**Section Three. Agency Fees.**~~

~~**For each employee covered by this Agreement and on the biweekly payroll, the Board shall deduct an agency fee payment from each biweekly paycheck during the school year. The amount of the biweekly deduction shall be established by the Union and shall remain constant for the full school year. The Union shall give written notice of the amount of the agency fee for the coming year not later than July 15, to the Personnel Department and the Office of the State Comptroller.**~~

~~**The amount of agency fees deducted, and a list of employees for whom deductions were made, shall be remitted to the Union within fifteen (15) days after the payroll period in which such deductions are made.**~~

~~**The Union shall indemnify and hold the Board harmless for any liability or damages incurred by the Board as a result of payroll deduction of agency service fees.**~~

Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #~~23~~24
SUPPLEMENTAL AGREEMENT ARTICLE 3-SALARIES

Section One. Rates of Pay.

All regularly scheduled part-time employees who teach in the regular day program shall be paid a prorated portion of the full-time salary for VS 01, at such step as the Superintendent shall determine at the time of hire. Provided that any such employee works twenty-one (21) hours or more per week (60 percent or more), the employee shall be eligible for an annual increment in the next school year on the same basis as full-time employees.

A regularly scheduled part-time employee who teaches in the regular day program and is hired in a full-time position shall be placed at such step of the salary schedule as shall be determined in the manner used for any other newly hired full-time employee.

The hourly rates for all other part-time employees are set forth in Appendix D.

The stipends for athletic ~~coordinators~~ directors, coaches and advisors are set forth in Appendix B. Athletic directors (and/or their designees, if not available due to, among other things, coaching, as may be permitted or determined by the Principals) are expected to attend all home games, events, and tournaments.

...

Status: We revised by adding a reference to conflicts due to coaching.

BOARD PROPOSAL #~~23~~24 (as revised 6/3/21)
SUPPLEMENTAL AGREEMENT ARTICLE 9
SUMMER SCHOOL, NIGHT SCHOOL, SPECIAL PROGRAMS AND EXTRACURRICULAR ACTIVITIES

...

Section Two. Qualifications.

Only candidates certified or qualified for a particular position shall be hired.

For the purposes of this Section, "qualified" shall be interpreted to mean: (a) possessing the appropriate and requisite certificates and minimum standards to compete for the position; ~~and~~ (b) demonstrated competence ***in the position (or similar position)*** and ability to meet the disciplinary standards, rules and regulations of the school, the Connecticut Technical ~~High School~~ Education and Career System, the CIAC, the applicable league, and/or the State Board of Education and (c) competing demands of other positions.

When qualifications among candidates are ~~relatively~~ equal, seniority shall be the determining factor. For part-time applicants, seniority will be determined on a pro-rata basis as identified in SA Article 11, Section 2. Under no circumstances may a junior employee grieve the selection of a senior employee.

..

Status: Revised on 6/3/21.

BOARD PROPOSAL #78

SUPPLEMENTAL AGREEMENT ARTICLE 11-SENIORITY

...

Section Two. Application of Seniority to Layoff.

Seniority shall be accrued for regularly scheduled part-time employees for the sole purpose of determining order of layoff among such regularly scheduled part-time employees at a particular Connecticut Technical ~~High School~~Education and Career School, as set forth herein. NEW.

~~In the event of a layoff at a school, regularly scheduled part-time employees shall be laid off in order of inverse seniority (as defined in this Section) in the employee's current teaching assignment.~~

~~A regularly scheduled part-time employee paid on an hourly basis and employed in the regular day program facing layoff shall have priority consideration for any regularly scheduled part-time vacancy in the regular day program for which he/she is properly certified. If no such vacancy exists, the individual facing layoff may bump the least senior regularly scheduled part-time employee in the system in his/her current teaching area in the regular day program, provided he/she possesses the appropriate certification.~~

If a regularly scheduled part time employee has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that the Instructor is certified and qualified available. "Available" positions shall include any vacant part-time position for which said Instructor is qualified and currently held by a durational or non-tenured Instructor. Determination of those to be released within the effected part-time position shall be in the following order of part-time personnel:

1. Durational Employees.
2. Non-tenured Employees.
3. Tenured Employees.

The following criteria with respect to qualifications will be used to select those tenured part-time employees who are to be considered for termination within the broad tenure and certification categories established above. When qualifications among candidates are equal, seniority shall be the determining factor. For the purposes of this section, "qualifications" and "being qualified"

W/D 7/9/21

shall be interpreted to include but not be limited to the following factors:

(i) Possessing the appropriate and requisite certificates and minimum standards to compete for the position;

(ii) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, and the duties of the position, as revealed by performance evaluations; and

(iii) Experience in specific programs or subject or trade areas, with experience within the last five years being preferred.

Nothing in this Article shall be deemed to preclude or restrict the Superintendent from exercising his/her rights as specified in Supplemental Agreement Article 5, Section Two.

Status: We are willing to discuss the withdrawal/modification of this proposal in consideration of sufficient withdrawals/tradeoffs by the Union.

BOARD PROPOSAL #29

SUPPLEMENTAL AGREEMENT ARTICLE 22-DURATION

This Agreement is effective on the first day of the ~~2016-2017~~2021-2022 school year and shall expire on the day prior to the start date of the ~~2020-2021~~2024-2025 school year.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, ~~2020~~ 2024. ***Status: Tentative Agreement 2/18/21***

BOARD PROPOSAL #30

APPENDIX A-SALARY SCHEDULE FOR FULL-TIME TEACHERS

GROUP VS 01: Instructors with Initial, Provisional or Temporary Certification (except as specified below); School to Career

GROUP VS 02: All Instructors with Professional Certification; ~~Guidance~~ School Counselor and Reading Instructors with Initial, Provisional or Temporary Certification; Library/Media Specialists; School to Career

GROUP VS 03: Department Heads; Psychologist/Social Workers; Dean of Students

~~The Board and the Union agree to submit the classification of Library/Media Specialist to the Master Evaluation Committee of evaluation as provided in the SCOPE agreement. The Committee shall determine if the class should be upgraded to Salary Grade VS 03; and shall not have the authority to require the creation of a new Salary Grade. If the Committee determines that VS 03 is the appropriate salary grade, incumbents shall be upgraded to VS 03 in accordance with the "round-up method" effective not earlier than July 1, 2013.~~ ***Status: Tentative Agreement***

...

BOARD PROPOSAL #31

APPENDIX A-SALARY SCHEDULE FOR FULL-TIME TEACHERS

~~EFFECTIVE 9/1/20~~ For term of Agreement

~~(3.5%)~~

PAY PLAN	STEP	ANNUAL	BIWKLY	PER DIEM	HOURLY
VS 01	3	55,644.79	2,131.99	295.99	42.29
VS 01	4	58,650.65	2,247.15	311.97	44.58
VS 01	5	61,664.00	2,362.60	328.01	46.86
VS 01	6	64,678.42	2,478.11	344.03	49.15
VS 01	7	67,687.50	2,593.39	360.05	51.44
VS 01	8	70,698.71	2,708.76	376.07	53.74
VS 01	9	73,707.78	2,824.06	392.07	56.01
VS 01	10	76,720.07	2,939.47	408.09	58.31
VS 01	11	79,731.28	3,054.84	424.11	60.59
VS 01	12	82,742.50	3,170.22	440.12	62.88
VS 01	13	85,756.92	3,285.71	456.16	65.17
VS 02	2	60,197.49	2,306.43	320.20	45.75
VS 02	3	63,640.41	2,438.34	338.52	48.37
VS 02	4	67,083.33	2,570.25	356.84	50.98
VS 02	5	70,531.60	2,702.36	375.18	53.60
VS 02	6	73,976.66	2,834.37	393.50	56.22
VS 02	7	77,418.51	2,966.24	411.82	58.83
VS 02	8	80,863.57	3,098.23	430.13	61.46
VS 02	9	84,311.83	3,230.34	448.47	64.07
VS 02	10	87,754.75	3,362.25	466.79	66.69
VS 02	11	91,197.67	3,494.16	485.10	69.30
VS 02	12	93,414.04	3,579.09	496.88	70.99
VS 02	13	95,627.19	3,663.88	508.66	72.67
VS 03	1	65,539.69	2,511.10	348.62	49.81
VS 03	2	69,516.08	2,663.46	369.77	52.84
VS 03	3	73,492.46	2,815.81	390.92	55.85
VS 03	4	77,466.71	2,968.08	412.05	58.87
VS 03	5	81,444.17	3,120.46	433.21	61.89
VS 03	6	85,419.48	3,272.78	454.37	64.92
VS 03	7	89,399.09	3,425.25	475.53	67.94
VS 03	8	93,372.26	3,577.49	496.67	70.96
VS 03	9	97,349.72	3,729.88	517.82	73.98
VS 03	10	101,326.11	3,882.22	538.98	77.00
VS 03	11	105,302.49	4,034.59	560.12	80.02

Status: Open issue.

BOARD PROPOSAL #32

APPENDIX B-STIPENDS FOR SUPPLEMENTAL RESPONSIBILITIES

For term of agreement

STIPEND POSITION	~~2016-19 STIPEND (0%)~~	~~2019-20 STIPEND (3.5%)~~	~~2020-21 STIPEND (3.5%)~~
Athletic Coordinator	~~8,413~~	~~9,675~~	10,014
Baseball Assistant Coach	~~3,801~~	~~3,896~~	4,032
Baseball Head Coach	~~5,907~~	~~6,055~~	6,267
Basketball Assistant Coach	~~4,783~~	~~4,903~~	5,074
Basketball Freshman Coach	~~3,239~~	~~3,320~~	3,436
Basketball Head Coach	~~7,315~~	~~7,498~~	7,760
Cheerleading Coach (Fall)	~~3,239~~	~~3,320~~	3,436
Cheerleading Coach (Winter)	~~3,239~~	~~3,320~~	3,436
Chess Coach	~~1,080~~	~~1,107~~	1,146
Cross Country Coach	~~3,801~~	~~3,896~~	4,032
Dance Team Coach	~~3,239~~	~~3,320~~	3,436
Football Assistant Coach	~~5,209~~	~~5,339~~	5,526
Football Head Coach	~~8,304~~	~~8,512~~	8,810
Freshman Football Coach	~~5,209~~	~~5,339~~	5,526
Golf Assistant Coach	~~3,375~~	~~3,459~~	3,580
Golf Coach	~~3,801~~	~~3,896~~	4,032
Lacrosse Coach	~~3,520~~	~~3,608~~	3,734
Rifle Assistant Coach	~~3,375~~	~~3,459~~	3,580
Rifle Coach	~~3,801~~	~~3,896~~	4,032
Soccer Assistant Coach	~~3,520~~	~~3,608~~	3,734
Soccer Freshman Coach	~~3,520~~	~~3,608~~	3,734
Soccer Head Coach	~~4,783~~	~~4,903~~	5,074
Softball Assistant Coach	~~3,801~~	~~3,896~~	4,032
Softball Head Coach	~~5,907~~	~~6,055~~	6,267
Tennis Assistant Coach	~~3,375~~	~~3,459~~	3,580
Tennis Coach	~~3,801~~	~~3,896~~	4,032
Track Assistant Coach	~~3,520~~	~~3,608~~	3,734
Track Head Coach	~~5,209~~	~~5,339~~	5,526
Volleyball Asst Coach	~~3,520~~	~~3,608~~	3,734
Volleyball Head Coach	~~4,783~~	~~4,903~~	5,074
Wrestling Asst Coach	~~3,801~~	~~3,896~~	4,032
Wrestling Head Coach	~~4,783~~	~~4,903~~	5,074
Class Advisor - Freshman	~~1,080~~	~~1,107~~	1,146
Class Advisor - Sophomore	~~1,080~~	~~1,107~~	1,146
Class Advisor - Junior	~~1,804~~	~~1,849~~	1,914
Class Advisor - Senior	~~2,518~~	~~2,581~~	2,671
National Honor Society Advisor	~~1,080~~	~~1,107~~	1,146
Skills USA Advisor	~~2,999~~	~~3,074~~	3,182
Student Council Advisor	~~3,801~~	~~3,896~~	4,032
Yearbook Advisor	~~4,783~~	~~4,903~~	5,074
~~BEST~~ TEAM Mentor	~~2,999~~	~~3,074~~	3,182
Chemical Hygiene Officer	~~2,999~~	~~3,074~~	3,182
Professional Development Chair	~~2,999~~	~~3,074~~	3,182
Web Content Coordinator	~~2,999~~	~~3,074~~	3,182

Program Curriculum Leader 3,182

During the term of this Agreement, the Board and the Union may mutually agree to add new coach or advisor stipends to this schedule. The rate for such new coach or advisor shall be set at the rate of a coach or advisor on the existing schedule who performs comparable work.
~~For the 2016-2017, 2017-2018, and 2018-2019 school years, stipends identified in Appendix B will remain the same as those listed for the 2015-2016 school year.~~
~~For the 2019-2020 school year, all stipends identified in Appendix B will increase 2.5%, except for the stipend for Athletic Coordinator. The stipend for Athletic Coordinator will increase approximately 15%.~~
~~For the 2020-2021 school year, all stipends identified in Appendix B will increase 3.5%.~~

Status: Open issue. We will discuss adding equity coordinator and curriculum program leader positions.

BOARD PROPOSAL #~~35~~
APPENDIX C-LONGEVITY SCHEDULE

Payable semi-annually in October and April~~, with the exception that the April, 2018 payment will be paid in July, 2018~~:
$175 after ten (10) years
$350 after fifteen (15) years
$525 after twenty (20) years
$700 after twenty-five (25) years

Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #~~34~~
APPENDIX D-HOURLY RATES - NIGHT SCHOOL, SUMMER SCHOOL, SPECIAL PROGRAMS

The hourly rate for summer school, special programs, night school and the apprentice program shall be as follows:

~~School Year~~	Instructor	Supervisor
~~2016-2017~~	~~$29.51~~	~~$35.39~~
~~2017-2018~~	~~$29.51~~	~~$35.39~~
~~2018-2019~~	~~$29.51~~	~~$35.39~~
~~2019-2020~~	~~$30.54~~	~~$36.63~~
~~2020-2021~~	$31.61	$37.91

The Board may unilaterally increase hourly rates as follows:
1. The hourly rate for Instructors may be increased as deemed necessary by the Board, to a

rate not to exceed the hourly rate for the first step of Group 1 on the applicable salary schedule in Appendix A.

2. The hourly rate for Supervisors may be increased as deemed necessary by the Board, to a rate not to exceed the hourly rate for the fifth step of Group 1 on the applicable salary schedule in Appendix A.
3. The Board may establish different hourly rates for different categories or programs.
4. Prior to effecting any change in hourly rates, the Board shall give the Union notice and, upon request, meet and confer with the Union to review its intended action.

Status: Open issue.

BOARD PROPOSAL #35
APPENDIX E-DAILY SUBSTITUTE RATE

The work day for substitutes is the same as the work day for full-time teachers in the school assigned. The daily substitute rate for all substitutes shall be as follows:
~~Effective for the 2016-2017 school year through the 2020-2021 school year:~~ $155.
The rate for daily substitutes may be increased as deemed necessary by the Board. The Board may establish different substitute rates for different categories or programs. Prior to effecting any change in substitute rates, the Superintendent shall give the Union notice and, upon request, meet and confer with the Union to review its intended action.

Status: The Union agreed to this in exchange for the withdrawal of Board #3.

BOARD PROPOSAL #36
APPENDIX G-JOB SECURITY
DELETE THIS APPENDIX AS OBSOLETE. Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #37
APPENDIX H- FURLOUGH DAYS
DELETE THIS APPENDIX AS OBSOLETE. Status: Tentative Agreement 2/18/21

BOARD PROPOSAL #38
SUPERSEDENCE APPENDIX

UPDATE AS MAY BE APPLICABLE: JIM AND I WILL DO THIS.

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Deduction of dues exclusively for certified representative.	Article 1, Sec. 2	C.G.S. 5-260

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Retirement credit may be purchased by employee who takes a leave of absence for union business.	Article 1, Sec. 16	C.G.S. 5-182
Allowance for use of leave credits for employees awaiting workers' compensation determination.	Article 4, Sec. 1	C.G.S. 5-143
Personal leave eligibility and conditions on taking established by contract.	Article 4, Sec. 3	C.G.S. 5-250(c) Regs. 5-250-8
Sick leave rate of accrual, basis for eligibility and conditions for granting leave established by contract.	Article 4, Sec. 4	C.G.S. 5-247; Regs. 5-241-1 through 11
Sick leave payment at 25% to maximum of sixty days upon death of employee with ten years of service.	Article 4, Sec. 4(b)	C.G.S. 5-247(a)
Sick leave bank established; funded by voluntary employee contributions of sick leave.	Article 4, Sec. 4(h)	C.G.S. 5-247; Regs. 5-247-5, 5-247-6
Up to five days parental leave deductible from sick leave.	Article 4, Sec. 6(c)	Reg. 5-247-4
Paid military leave (in addition to leave for required field training under C.G.S. 5-248(c); limited to unscheduled emergencies.	Article 4, Sec. 9	C.G.S. 27-33
Provision for removal of derogatory material from personnel file after three years if conduct or condition remedied.	Article 9, Sec. 1(a)(5)	C.G.S. 11-08a; Records Retention Schedules of Public Records Administrator

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Voluntary lateral transfers and administrative transfers governed by contract.	Article 11; Article 14	C.G.S. 5-239; Regs. 5-239-1, 5-239-2
Arbitration the exclusive procedure for resolving disputes over discipline, including dismissal; just cause standard not applicable to dismissal of non-tenured teachers	Article 13, Sec. 1	C.G.S. 10-151
Tenure defined.	Article 15, Sec. 1	C.G.S. 10-151.
Procedure for dismissal or non-renewal of non-tenured employees established by contract.	Article 15, Sec. 2	C.G.S. 10-151
Payment for temporary service in a higher class retroactive to first day after fifteenth consecutive working days.	Article 19, Sec. 3	C.G.S. 5-209
Clarification of eligibility for indemnification under C.G.S. 10-235.	Article 25	C.G.S. 10-235
Modification of the date for the next window period shall be not earlier than August, 2020.	Article 35	Supplemental Agreement Article 22 C.G.S. 5-270 et seq. and related regulations
Compensation increased in the last two years for positions and rates set forth in Appendices B and D..	Appendices B and D	C.G.S. 5-200(1) and 5-200(n)

BOARD PROPOSAL #39

~~CONSISTENT WITH SEBAC 2017 TENTATIVE AGREEMENT~~

~~It is understood that the terms outlined above are intended to be consistent with the language of the SEBAC 2017 Tentative Agreement. Wherein terms of said Agreement differ from the final SEBAC 2017 Agreement, the parties hereby agree that they will so modify this Agreement to reflect any such modifications as may be necessary in order to be consistent.~~

DELETE THIS APPENDIX AS OBSOLETE. ***Status: Union agreed to this on 3/24/21.***

Union Proposal 1
Article 1, section 2

Current language - Upon receipt of a written authorization from an employee submitted through the Union so providing, the Board agrees, for the term of this Agreement, to deduct Union membership dues or agency service fees from an employee's checks. Such deduction shall be discontinued upon written notification of an employee to both the Board and the Union thirty (30) days in advance.

Proposal - Upon receipt of a written authorization from an employee submitted through the Union so providing, the Board agrees, for the term of this Agreement, to deduct Union membership dues ~~or agency service fees~~ from an employee's checks. Such deduction shall be discontinued upon written notification ~~of an employee to both the Board and~~ from the Union fourteen (14) days in advance.

Union Proposal 2
Article 1, section 4

Proposal - The amount of dues ~~or agency service fees~~ deducted, along with a listing of personnel, shall be remitted to the Treasurer of the Union within fifteen (15) days after the payroll period in which such deductions are made.
Status: Tentative Agreement 2/18/21

Union Proposal 3
Article 1, section 5

Proposal - Payroll deduction of Union dues shall ~~be discontinued~~ not be collected for other employee organizations not parties to this Agreement.

Union Proposal 4
Article 1, section 6

Proposal - The Board shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues ~~or agency service fees~~.

Status: Tentative Agreement 3/24/21

Union Proposal 5

Article 1, section 7

Current language - An employee who within thirty (30) days after initial employment fails to become a Union member or whose membership is terminated or who resigns from membership shall be required as a condition of employment to pay an agency service fee as required by Connecticut General Statutes Section 5-280, not to exceed the dues payable to the Union.

Proposal - Delete and renumber sections. *Status: Tentative Agreement 2/18/21*

TA 7/9/24

MJ

Union Proposal 6

Article 1, section 8

Current language - The Union shall indemnify the Board for any liability or damages incurred by the Board in payroll deduction of agency service fees.

Proposal - Delete and renumber sections.
Status: Tentative Agreement 3/24/21

TA 7/9/24

MJ

Union Proposal 7

Article 28, section 4

Proposal - ~~During the negotiations for the 2007-2011 Agreement, the Board and the Union agreed to change all contractual references from "Vocational Technical Schools" to Connecticut Technical High Schools."~~ The parties agree that all contractual references to "Vocational Technical Schools," "Connecticut Technical High Schools" and "Connecticut Technical Education and Career Systems" are not intended to negate or modify the application of statutory provisions which use any of these phrases to identify the school system.
Status: Tentative Agreement 2/18/21

TA 7/9/24

MJ

Union Proposal 8

Supplemental Agreement, Article 1, section 3

Proposal - For each employee covered by this Agreement and on the biweekly payroll, ~~the Board shall deduct an agency fee payment from each biweekly paycheck during the school year~~ members of the SVFT shall have dues deducted from every biweekly check they receive. The amount of the biweekly deduction shall be established by the Union and shall remain constant for the full school year. The Union shall give written notice of the amount of the ~~agency fee~~ dues for the coming year not later than July 15, to the Personnel Department and the Office of the State Comptroller.

TA 7/9/24

MJ

The amount of ~~agency fees~~ dues deducted, and a list of employees for whom deductions were made, shall be remitted to the Union within fifteen (15) days after the payroll period in which such deductions are made.

The Union shall indemnify and hold the Board harmless for any liability or damages incurred by the Board as a result of payroll deduction of ~~agency service fees~~ dues.
Status: Tentative Agreement 2/18/21

Union Proposal 9
Salary Appendix G

Current language: **JOB SECURITY**
From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for any full-time bargaining unit employee hired prior to July 1, 2017, or any regularly scheduled part-time employee employed in the regular day school program hired prior to July 1, 2017, except as provided below and subject to the following conditions:
Protection from loss of employment is for permanent employees and does not apply to:
- non-renewal of a non-tenured employee's contract during/at the conclusion of the first year of employment;
- expiration of a temporary or durational appointment;
- termination of grant or other outside funding specified for a particular position.

2. This protection from loss of employment does not prevent the Board from eliminating positions due to decline in enrollment, closing of a school or satellite, or elimination of a trade or course offering. In the event of such, the Board shall provide affected full-time employees with those rights as are set forth in Article 12 of the collective bargaining agreement for full-time employees, and shall provide part-time employees who have seniority under Article 11 of the supplemental agreement with those rights as are set forth in said article. Employees who are laid off and do not retain employment within the bargaining unit, shall be referred to the Placement and Training process of the SEBAC agreement for possible placement in another State position. An employee who is laid off either by the Board or as a result of the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.

3. The Board may give notices of layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017 - June 30, 2021 period.

Proposal – Delete ***Status: Tentative Agreement 2/18/21***

Union Proposal 10

Salary Appendix H

Current language: **FURLOUGH DAYS**

The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit that must be taken in FY18 (July 1, 2017 – June 30, 2018). It is understood and agreed that the days off shall be taken by June 21, 2018. Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work. Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage. It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days. The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule and defined on a comparable prorated basis for part-time employees. The above value shall be deducted in the pay period in which the furlough day is taken, except as otherwise provided herein. For instructors other than those in the Aviation program:

- In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from the dates listed below without additional loss of compensation:
- August 25, 2017 • May 8, 2018 • May 29, 2018

For instructors in the Aviation program:

- In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from the dates listed below without additional loss of compensation:
- August 25, 2017
- May 8, 2018
- May 29, 2018

Proposal – Delete ***Status: Tentative Agreement 2/18/21***

TA 2/18/21 MJ

Union Proposal 11

Article 5, section 2

Current language - Leave without loss of pay plus paid expenses pursuant to existing State regulations will be provided by the Department for visiting other schools, attending workshops, institutes or conferences approved by the Department in advance. Requests for approval for out-of-state trips should be made three (3) weeks in advance. For in-state professional development activities, requests should be made as much in advance as possible; however,

requests where the only cost to the Employer is the replacement of personnel shall be considered with as little as two (2) days' notice to the School Principal.

Proposal - Leave without loss of pay plus paid expenses pursuant to existing State regulations will be provided by the Department for visiting other schools, attending workshops, institutes or conferences approved by the Department in advance. Requests for approval for out-of-state trips should be made six (6) weeks in advance. For in-state professional development activities, teachers will give four (4) weeks' notice to the Central Office PD liaison for in-state professional development when practicable.

7/9/21

TA MS P.A.

Status: Tentative Agreement ?????

Union Proposal 12

Article 4, section 7

SABBATICAL LEAVE

[redacted]

Status: Union withdrew on 5/13/21

Union Proposal 13

Article 5, Section 1

[redacted]

Current language - The Board shall allocate $500,000 for the tuition reimbursement program for courses and other programs approved in accordance with this Article, outside of regular working hours, in each year of this Agreement

Proposal - The Board shall allocate $750,000 for the tuition reimbursement program for courses and other programs approved in accordance with this Article, outside of regular working hours, in each year of this Agreement.

Union Proposal 14

Article 5, section 1 A

[redacted]

Current language - Tuition shall be reimbursed up to nine (9) credits or 135 clock hours for skilled trade programs per fiscal year at the rate of one hundred percent (100%) for courses taken within the State's higher education system.

Proposal - Tuition shall be reimbursed up to twelve (12) credits per fiscal year at the rate of one hundred percent (100%) for courses taken within the State's higher education system for classes in programs up to a six-year program, including a second masters. Tuition reimbursement will not be made for PHD programs begun after 9/1/21. In programs that are not divided into credits,

TA P.A.

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#14

the State of CT and the CTECS will decide on an equivalence. The final decision will be made by the State of CT and shall be neither grieved nor arbitrated.

Union Proposal 15
Article 6, section 1 d

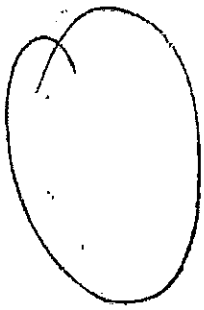
Current Language: Early dismissal days will count as full days for the purpose of calculating the employee work year.

The method of accommodating changes to the school calendar due to cancellations for weather and other circumstance shall be as follows:

As soon as the school calendar has been drafted for the next school year, the Principal shall provide a copy to the building representatives. Every effort shall be made to provide the calendar before the end of the school year.

The five "snow days" shall be clearly designated as well as the methodology for changing the calendar in the event it is necessary to cancel school on more than five days.

The decision of the Superintendent shall be final, and is neither grievable nor arbitrable.



The school calendar shall be finalized as soon as practical, but in no event later than the first staff day of the new school year. Thereafter there shall be no changes to the calendar without the approval of the Superintendent.

Proposal - edit all text to read:
(d) Early dismissal days will count as full days for the purpose of calculating the employee work year.

(e) The method of accommodating changes to the school calendar due to cancellations for weather and other circumstances shall be determined by the Superintendent or his designee except that no days may be taken from the scheduled April Vacation. The decision of the Superintendent shall be final and shall be neither grieved nor arbitrated.

(f) As soon as the school calendar has been drafted for the next year, the Principal shall provide a copy to the building representatives. Every effort shall be made to provide the calendar before the end of the school year. The five "snow days" as well as the methodology for changing the calendar in the event it is necessary to cancel school on more than five days shall be clearly designated on said calendar.

(g) The school calendar shall be finalized as soon as practical, but in no event later than the first staff day of the new school year. Thereafter there shall be no changes to the calendar without the approval of the Superintendent.

Union Proposal 16
Article 6, section 2 f

Current Language - Employees may be required to remain beyond the normal work-day to attend staff meetings. Normally, there shall not be more than ten (10) staff meetings per year called by the Principal which extend beyond the normal work-day.

Proposal - Employees may be required to remain beyond the normal workday to attend staff meetings. ~~Normally,~~ There shall not be more than eight (8) staff meetings per year called by the Principal which extend beyond the normal workday.

Union Proposal 17
Article 6 Section 3 f

Proposal - The position of equity coordinator shall not be assigned to an employee in the bargaining unit covered by this agreement.

Union Proposal 18
Article 7, section 1

Proposal - Special Education caseload. ***Status: Union withdrew on 5/13/21***

Union Proposal 19
Article 7, section 2 d

Proposal - Delete and replace with: All assigned supervision of students shall be performed by employees covered in this collective bargaining agreement with the exception of the school nurse.

Union Proposal 20
Article 8, section 1

educator evaluation document or practices. ***Status: Union withdrew on 5/13/21***

Union Proposal 21
Article 9, section 1B

employee's personnel file. ***Status: Union withdrew on 5/13/21***

Union Proposal 22
Article 10, section 2

clerical or secretarial personnel *Status: Union withdrew on 5/13/21*

Union Proposal 23
Article 11, section 1 a???

Current language - An Instructor administratively transferred shall not be required, as a result of the transfer, to commute more than his/her current commuting distance or more than forty (40) miles from home to school, whichever is greater.

Proposal - An Instructor administratively transferred shall not be required, as a result of the transfer, to commute more than his/her current commuting distance or more than twenty-five (25) miles from home to school, whichever is greater.

Union Proposal 24
Article 11, section 1 a

Current language - Vacancies posted from October 1 to June 15 will be available for transfer, in accordance with this agreement.

Proposal - Posted vacancies will be available for transfer, in accordance with this agreement.

Union Proposal 25
Article 11, section 1

Proposal - (c) Qualified CTECS employees in good standing shall have preference over outside applicants in filling vacant positions.

Union Proposal 26
Article 11, section 2 d or section 1 a 4

Proposal - Part-time employees employed in the regular day program who have been regularly scheduled for thirty-two (32) hours per week and who are certified and/or currently teaching in the subject or trade area specified on the posting, shall have no entitlement over full-time instructors but shall have the right to apply for positions within their certification regardless of their time of service.

Union Proposal 27
Article 11, section 3

Proposal - Replace b 2: If no Department Head applies, the most senior Instructor applicant who currently is teaching in the academic area designated in the posting who shall be promoted. Delete b 3.

Union Proposal 28
Article 12, section 2

Proposal - Seniority shall be defined as continuous service from date of original appointment to a full-time bargaining unit classification regardless of teaching assignment. Part-time service in the bargaining unit will be pro-rated to full-time service. All leaves of absence will be used in computing the length of service.

Union Proposal 29
Article 15, section 1

Proposal - Tenure will be in accordance with Connecticut General Statutes §10-151 and other related statutory provisions or regulations.

Status: Union withdrew on 3/3/21.

Union Proposal 30
Article SA 4, section 2 a

Current language - A regularly scheduled part-time employee who works seventeen and one half (17.5) hours or more per week shall receive seven (7) hours of personal leave time each school year. Personal leave time may be used to enable such employee to receive full pay on a shortened day. Other uses of personal leave time shall be subject to the same limitations and procedures as for full-time employees.

Proposal - Add to end: In lieu of these seven (7) hours, a regularly scheduled part-time employee who works more than thirty (30) hours per week shall accrue personal leave at the pro rata equivalent of full-time employees and may be carried over into the following year in the manner described in Article 4, section 3 (f) of this collective bargaining agreement.

Union Proposal 31
Article SA 11, section 2 a

Proposal - Seniority shall be accrued for regularly scheduled part-time employees on a pro rata basis for the ~~sole~~ purpose of determining order of layoff and transfer. ~~among such regularly scheduled part-time employees at a particular Connecticut Technical High School.~~

Union Proposal 32

Salary Appendix A

Proposal - VS 03: Department Heads; Psychologist/Social Workers; Dean of Students; Library Media Specialists

Union Proposal 33

Salary Appendix A

Current language - VS 03: Department Heads; Psychologist/Social Workers; Dean of Students

Proposal - VS 03: Trade Department Heads; English Department Heads; Social Studies Department Heads; Science Department Heads; Math Department Heads; Other Academic Department Heads; Psychologist/Social Workers; Dean of Students

Union Proposal 34

Appendix A

Proposal:
2021-2022 – 3% + increment
2022-2023 – 3% + increment
2023-2024 - 3% + increment
2024-2025 – 3% + increment

Union Proposal 35

Appendix B

Proposal:
All positions:
2021-2022 – 3%
2022-2023 - 3%
2023-2024 - 3%
2024-2025 – 3%

Union Proposal 36

Appendix B

Proposal - Insert: Lacrosse coach (to be paid at rate of baseball coach)
Assistant lacrosse coach (to be paid at rate of assistant baseball coach)

Union Proposal 37

Appendix D

Current Language - The hourly rate for summer school, special programs, night school and the apprentice program shall be as follows:

School Year	Instructor	Supervisor
2016-2017	$29.51	$35.39
2017-2018	$29.51	$35.39
2019-2020	$30.54	$36.63
2020-2021	$31.61	$37.91

Proposal – The hourly rate for summer school, special programs, night school, and the apprentice program shall be as follows:

School Year	Instructor	Supervisor
2021-2022	$32.55	$39.05
2017-2018	$33.53	$40.22
2019-2020	$34.54	$41.42
2020-2021	$35.58	$42.67

Instructors for night school and apprentice programs that start at 5:00pm or later shall be paid at a rate equal to the hourly rate of an instructor at Step 7 on the VS 01 pay scale.

July 9, 2021

Agreement

The CTECS and SUFT hereby agree as follows:

(1) The Parties will reduce to writing and execute all tentative agreement reached between the parties to date, ; and

(2) The SUFT withdraws all proposals made in negotiation to date except the following:

(1) Transfer 24, 25, 26
(2) Academic D.H. 33
(3) Transfer Radius as modified 23
(4) Part time Seniority and Tenure 28, 31
(5) 15 MAKE UP DAYS

(3) The CTECS withdraws all proposals made in negotiations to date except the following

(1) Board #8 – TRANSFER/PROMOTION/POSTING
(2) Board #11 – ADMINISTRATIVE TRANSFER
(3) Board #16 – EXTRA CURRICULAR
(4) Board #27 – EXTRA CURRICULAR (Supplemental)

(4) The parties agree that all wage proposals including SUFT proposals 13, 32, 34, 35, 36 AND 37 remain on the table; and

AND BOARD #4, 31, 32, 34

CTECS

SUFT

CONTRACT EXTENSION AGREEMENT

Whereas the Connecticut State Board of Education and State Vocational Federation of Teachers Local 4200 AFT AFL-CIO are parties to a Collective Bargaining Agreement; and whereas the Collective Bargaining Agreement is scheduled to expire on August 31, 2021; and whereas the parties have engaged in negotiations for a successor agreement; and whereas it appears a successor agreement will not be reached prior to the expiration of the Collective Bargaining Agreement, and whereas Connecticut General Statute Section 5-278a authorizes the parties to "negotiate the extension of an expired agreement or any provision thereof not otherwise extended by (operation of law); and whereas the parties wish to extend their Collective Bargaining Agreement for a period of up to one (1) year to allow for the completion of negotiations; and now therefore in accordance with Connecticut General Statute Section 5-278a the parties hereby agree as follows:

1. All provisions of the Collective Bargaining Agreement between the parties shall be extended at current levels as specifically provided below in the terms of this Extension Agreement until August 31, 2022 or until such time as a successor Collective Bargaining Agreement is ratified and approved by the Board of Trustees and Legislature, whichever occurs first.

2. This Extension Agreement shall remain in effect until August 31, 2022 or until such time as a successor Collective Bargaining Agreement is approved by the Legislature in accordance with Connecticut General Statute Section 5-278(b), or August 31, 2022, whichever occurs first.

3. Following the expiration of the parties Collective Bargaining Agreement, base salaries of bargaining unit members shall remain at current levels defined to mean members base salary on the date of expiration.

4. Consistent with Connecticut General Statute Section 5-278a, there shall be no annual increment (or other payments that are provided in addition to salary), but members shall receive the same longevity payments that they received during the 2020-2021 contract year, as specified in in Appendix C of the expiring Collective Bargaining Agreement.

5. The stipends for extracurricular duty positions and supplemental assignments shall be paid at the amounts specified for the 2020-2021 contract year in Appendix B of the expiring Collective Bargaining Agreement, and rates for special programs shall be paid at the amounts specified for the 2020-2021 contract year in Appendix D of the expiring Collective Bargaining Agreement.

6. Pursuant to Connecticut General Statute Section 5-278a the parties expressly agree that "payroll deductions of employee organizations regular dues, fees and assessments shall continue in accordance with the expired agreement consistent with the Supreme Court's ruling in Janus v. American Federation of State County and Municipal Employees." In addition, commencing on October 1, 2021, such deductions shall be in accordance with Public Act 21-25.

7. The parties agree that this Extension Agreement was neither achieved nor ordered during the bargaining process under Connecticut General Statute Section 5-276(a) for a successor Collective Bargaining Agreement and should not be considered as part of the bargaining history between the parties. This Extension Agreement shall not be admissible in any interest arbitration or other proceeding except as may be required to enforce its terms.

8. The parties understand and agree that this Extension Agreement does not constitute a waiver, withdrawal or compromise of either parties' position concerning any proposal that has been submitted during the negotiations for a successor Collective Bargaining Agreement expiring August 31, 2021.

9. This Agreement may be signed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. A fax, copy, or electronic signature page shall be considered as effective and valid as the original.

SVFT

8-31-21
Date

State of Connecticut Board of Education

9-1-21
Date

CTECS/SVFT: STATUS OF PROPOSALS AND AGREEMENTS
As of last meeting (1/10/22)

I. BOARD PROPOSALS #16 and #27
(ARTICLE 20 and ARTICLE 9-SUPPLEMENTAL AGREEMENT)

1. Add the following to Article 20

Section 4

Notwithstanding the foregoing, commencing upon ratification, the Board shall have the prerogative to appoint from the applicant pool the personnel for the following positions in its own discretion based upon its assessment of the applicants' qualifications.

Commented [SMJ1]: 1/10/22: Board agreed to add this language that was previously proposed by the Union.

Social Media Coordinator (new position)
Equity Coordinator (new position)
Web Content Coordinator
Professional Development Chair
~~Summer Curriculum Leader (new position)~~

Commented [SMJ2]: 1/10/22: we eliminated the reference to the curriculum position due to its inclusion in a proposed stipulated agreement.

A separate Appendix will be created for these positions, and the parties will negotiate the stipend amounts as per the current negotiation process. After an applicant is then selected to one these positions, their employment in that position (including continuation in such position) is otherwise subject to Article 20.

2. Union accepts "competing demands of other positions where the applicant has three or more concurrent position" as a factor for qualifications in Section Two of Article 20 (and Section Two in Supplemental Agreement Article 9, as per Board Proposal #27).

For CTECS

1-13-22
Date

Paul Angelucci
For SVFT

1-12-22
Date

II. BOARD PROPOSAL #8/UNION PROPOSAL #25
ARTICLE 11

1. The Board has accepted the prior counterproposal by the Union to Board Proposal #8 that would revise the transfer window so that transfers do not have to take effect until the start of the following school year.[1]

2. While the parties had previously agreed to otherwise keep the transfer window period as it currently is in Article 11, Section One (a), the parties have tentatively agreed on January 10, 2022 via the Board's counter-proposal to Union Proposal #25 so that the transfer window will read as follows (in light of said tentative agreements):

> Vacancies posted from ~~October 1~~ August 15 to ~~June 15~~ March 15 will be available for transfer, in accordance with this agreement, along with those vacancies arising between March 15 and June 15 arising from individuals retiring in accordance with Article 28 of this agreement. Such transfers arising from such vacancies occurring during the above-described transfer period shall take effect at the start of the following school year, provided that the Board has the discretion to immediately transfer the individual into the new position.
>
> In addition, for vacancies arising outside of the above-described transfer period, qualified CTECS employees who are otherwise equal in qualifications shall still have a preference over outside applicants in filling vacant positions covered by this agreement.

Commented [SMJ3]: 1/10/22: we agreed to change the window period, but provide an allowance for retiree-related positions.

Commented [SMJ4]: 1/10/22: this is Board counterproposal to Union #25. Parenthetically, vacancies occurring during the transfer window period are still otherwise subject to any applicable seniority and internal candidate preferences contained in Article 11.

3. The Board proposes the following revision to Article 11:

c) Trade Department Heads.

For vacancies arising during the transfer period specified in Article 11, Section One (a), the following shall apply:

(1) The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the trade area designated on the posting shall be offered the transfer, unless a) that person's Department Head evaluations in job history reflect concerns with respect to document low [illegible]

[1]However, the Board would have the discretion to immediately transfer the Instructor into the new position.

enrollment in the person's trade departments unrelated to issues of overall enrollment at a school, or b) a more senior trade Instructor currently teaching in that trade area is equally qualified based on consideration of experience (inside and outside the Connecticut Technical High School System), trade achievements and educational attainment. Disputes over this subsection are grievable but not arbitrable.

(2) If no Department Head applies, the five most senior Instructors currently teaching in the trade area designated in the posting shall be interviewed, with the Board hiring the person from that applicant pool it deems to be most qualified. ~~However, if the Board deems none of these internal applicants to be qualified applicant pool is less than two, then the Board may interview and hire external candidates.~~ Disputes over this subpart (2) may be submitted to arbitration pursuant to Article 21, Section Six of this Agreement; the arbitrator shall be without power to modify the Board's decision unless the arbitrator finds that such decision was arbitrary and capricious.

(3) For vacancies arising outside of the transfer period specified in Article 11, Section One (a), the mechanism for selecting applicants shall be in accordance with the System's standard hiring practices.

Commented [SMJ5]: Proposed revisions from the 12/9/21 session (additions to 10/15/21 language in bold, deletions shaded/stricken). Otherwise, there is an apparent agreement to the revised proposal.

Commented [SMJ6]: On 1/10/22, the Board agreed to remove this shaded/stricken sentence as per the various counter-proposals. Otherwise, there is an apparent agreement to the revised proposal.

For CTECS

1-13-22
Date

For SVFT

1-12-22
Date

III. **ARTICLE 15/PART-TIME TEACHERS**

The Board accepts the Union's proposed revision to Article 15, Section One (9/17/21) so as to allow part-time teachers have their experience in the System count toward tenure on a pro rata basis, provided that this revision takes effect ***no earlier than*** ____ ***and no later than*** _____ and will be applicable only for those persons then currently employed as part-time teachers on or after said effective date.

Commented [SMJ7]: Update from 12/9/21: removal of 9/1/22 date, to be replaced by agreed-upon date/range. With these changes, we appear to have a Tentative Agreement. We need to include an agreed-upon date/range.

For CTECS

1-13-22
Date

For SVFT

1-12-22
Date

IV. BOARD PROPOSAL #11 AND UNION PROPOSAL #23 (ARTICLE 14 AND ADMINISTRATIVE TRANSFERS)

(a) An administrative transfer is a transfer from one school to another school, made or approved by the Superintendent. Administrative transfer shall not be used to circumvent the right of a senior employee to a lateral transfer pursuant to Article 11. The Superintendent shall approve voluntary administrative transfers only in special circumstances such as the need to retain a teacher in a shortage area, accommodation to a teacher's relocation or child care needs, or to meet the needs of bumped employees who wish to exchange the schools to which they were bumped.

~~(b) When an administrative transfer becomes necessary, an affected employee who makes a written request shall be granted a meeting with the Director of Human Resources or his/her designee to discuss the transfer.~~

(c) Notice of administrative transfer shall be given to employees and the Union at least fifteen (15) days prior to the effective date of the transfer. For transfers to begin at the commencement of a new school year, notice will be given by May 15 where possible and practicable. ***An affected employee who makes a written request within seven (7) days of receipt of said notice shall be granted a meeting with the Superintendent or his/her designee to discuss the transfer, provided that the Superintendent's decision shall be final.***

(d) The Board agrees that administrative transfers are not to be used as disciplinary measures.

(e) An Instructor administratively transferred shall not be required, as a result of the transfer, to commute more than his/her current commuting distance or more than forty (40) miles from home to school, whichever is greater.

(f) The rank held by a teacher shall be a relevant consideration when making administrative transfers.

Commented [SMJ8]: There is an agreement to this part of the revised proposal (i.e., the deletion of subsection b and the addition to subsection c.

Commented [SMJ9]: As part of the broader TA, the Board withdrew its proposal to delete subsection d.

Commented [SMJ10]: As part of the broader TA, the Board and the Union withdrew their competing proposals to change commuting mileage limit for transfers.

For CTECS

1-13-22
Date

For SVFT

1-12-22
Date

CTECS/SVFT: TENTATIVE AGREEMENTS
(from 1/24/22 session)

I. BOARD PROPOSAL #1 (AS TO ARTICLE 1, SECTION EIGHT) AND UNION PROPOSAL #1: "UNION RECOGNITION"

1. In addition to the prior tentative agreements signed on July 9, 2021 with respect to the Article 1 and union dues provisions, the Board agrees to Union Proposal #1, which will revise Section Two of Article 1 as follows:

   Upon receipt of a written authorization from an employee submitted through the Union so providing, the Board agrees, for the term of this Agreement, to deduct Union membership dues from an employee's checks. Such deduction shall be discontinued upon written notification from the Union thirty (30) days in advance.

2. In addition to the prior tentative agreements signed on July 9, 2021 with respect to the Article 1 and union dues provisions, Section Eight will be revised as follows:

   Section Eight.

   The Union shall indemnify the Board pursuant to Section J of Public Act 21-25, as may be amended from time to time.

For CTECS

1/31/22
Date

For SVFT

1-31-22
Date

II. UNION PROPOSAL #14: ARTICLE 5, Section One (c)(1)

1. The Board has accepted the portion of Union Proposal #14 that would eliminate the availability of tuition reimbursement monies for PH.D. programs.
2. The Union agrees to withdraw the remainder of Union Proposal #14.
3. As such, Section One, subsection (c)(1) will read as follows.

> Tuition shall be reimbursed up to nine (9) credits or 135 clock hours for skilled trade programs per fiscal year at the rate of one hundred percent (100%) for courses taken within the State's higher education system for classes in programs up to a six-year program, including a second masters. Tuition reimbursement will not be made for Ph.D. programs begun after September 1, 2021. In programs that are not divided into credits, the State of Connecticut and CTECS will decide on an equivalence. The final decision will be made by the State of Connecticut and shall be neither grieved nor arbitrated.

For CTECS

1/31/22
Date

For SVFT

1-31-22
Date

III. BOARD PROPOSAL #15: ARTICLE 19 (new sections)

1. The Board withdraws that portion of Proposal #19 that would have added new Sections Five and Six to Article 19.
2. The tentative agreement from July 9, 2021 with respect to Board Proposal #15 as it relates to Article 19, Section One and Section Two shall remain in effect.

For CTECS

1/31/22
Date

For SVFT

1-31-22
Date

IV. BOARD PROPOSAL #16 (ARTICLE 20, SECTION ONE)

1. The Union agrees to that portion of Board Proposal #16 that added "and capricious" after "arbitrary" at the end of Section One with respect to an arbitrator's authority on grievances challenging a removal from a supplemental position.
2. The tentative agreement from January 10, 2022 with respect to Board Proposals #16 and 27 (including any withdrawals by the Board of additional components of its proposals) shall remain in effect.

For CTECS

1/31/22
Date

For SVFT

1-31-22
Date

CTECS/SVFT: TENTATIVE AGREEMENTS
(from 1/24/22 session)

I. BOARD PROPOSAL #1 (AS TO ARTICLE 1, SECTION EIGHT) AND UNION PROPOSAL #1: "UNION RECOGNITION"

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2. In addition to the prior tentative agreements signed on July 9, 2021 with respect to the Article 1 and union dues provisions, Section Eight will be revised as follows:

   Section Eight.

   The Uuion shall indemnify the Board pursuant to Section J of Public Act 21-25, as may be amended from time to time.

For CTECS

Date

For SVFT

1-31-22

Date

II. UNION PROPOSAL #14: ARTICLE 5, Section One (c)(1)

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3. As such, Section One, subsection (c)(1) will read as follows.

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For CTECS

Date

For SVFT

1-31-22
Date

III. BOARD PROPOSAL #15: ARTICLE 19 (new sections)

1. The Board withdraws that portion of Proposal #19 that would have added new Sections Five and Six to Article 19.
2. The tentative agreement from July 9, 2021 with respect to Board Proposal #15 as it relates to Article 19, Section One and Section Two shall remain in effect.

For CTECS	For SVFT
Date	1-31-22 Date

IV. BOARD PROPOSAL #16 (ARTICLE 20, SECTION ONE)

1. The Union agrees to that portion of Board Proposal #16 that added "and capricious" after "arbitrary" at the end of Section One with respect to an arbitrator's authority on grievances challenging a removal from a supplemental position.
2. The tentative agreement from January 10, 2022 with respect to Board Proposals #16 and 27 (including any withdrawals by the Board of additional components of its proposals) shall remain in effect.

For CTECS

Date

For SVFT

1-31-22
Date

TENTATIVE Agreement CTE-ES / SVFT

(1) SALARY:
- (a) Year One 2.5% GWI *
- (b) Year Two 2.5% GWI
- (c) Year Three 2.5% GWI
- (d) Reopener in Year Four

(2) INCREMENT
- (a) Year One - Step Movement
- (b) Year Two - Step Movement
- (c) Year Three - Step Movement
- (d) Year Four — Reopener

(3) TOP STEP PAYMENT: in Years One, Two, Three, Reopener or Year four as per SEBAC Agreement

(4) TUITION REIMBURSEMENT
- (a) Year One: $550,000
- (b) Year two: $600,000
- (c) Year three $650,000
- (d) Year four: Reopener

(4) DEGREE POST
- (a) Current language in place for Years One, Two, and Three
- (b) Reopener IN YEAR Four

(5) STIPENDS / APPENDIX B+C
- (a) 2.5% GWI increase in Years One, Two and Three
- (b) Reopener in Year Four
- (c) EQUITY COORDINATOR - $5,201 in Year One, GWIs ABOVE in Years Two and Three*
- (d) SOCIAL MEDIA COORDINATOR @ $3,262 in Years One, GWIs ABOVE in Years Two and Three*

*Reopener in Year Four

2)

(e) LACROSSE COACH $5000/YEAR; ASSISTANT LACROSSE COACH $3750/YEAR, GWIs IN YEARS TWO and THREE *

* Reopener in year four

(7) LIBRARY MEDIA SPECIALIST
(a) $2,000 STIPEND FOR ADDITIONAL RESPONSIBILITIES FOR chromebooks
(b) GWI in years two and three *
(c) Placement in Article 18, section two

(8) Revocation/Retraction of PRIOR TA on seniority for PART-TIMERS

(9) AMENDMENT OF PRIOR TA ON END of eligibility for tuition reimbursement, with 4/1/22 being date of end of eligibility instead of 9/1/22

(10) ALL PRIOR TAs Incorporated

(11) All other PROPOSALS ARE withdrawn

(12) SPECIAL LUMP SUM PAYMENTS AS PER SEBAC AGREEMENTS ($2500 in year one, $1,000 payable in 22-23)

[signature] 2/14/22

[signature] 2/14/22

SUPERSEDENCE APPENDIX

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Deduction of dues exclusively for certified representative.	Article 1, Sec. 2	C.G.S. 5-260; Public Act 21-25
Provision of updated member information to Union	Article 1, Sec. 3	Public Act 21-25
Retirement credit may be purchased by employee who takes a leave of absence for union business.	Article 1, Sec. 16	C.G.S. 5-182
Allowance for use of leave credits for employees awaiting workers' compensation determination.	Article 4, Sec. 1	C.G.S. 5-143
Personal leave eligibility and conditions on taking established by contract.	Article 4, Sec. 3	C.G.S. 5-250(c) Regs. 5-250-8
Sick leave rate of accrual, basis for eligibility and conditions for granting leave established by contract.	Article 4, Sec. 4	C.G.S. 5-247; Regs. 5-241-1 through 11
Sick leave payment at 25% to maximum of sixty days upon death of employee with ten years of service.	Article 4, Sec. 4(b)	C.G.S. 5-247(a)
Sick leave bank established; funded by voluntary employee contributions of sick leave.	Article 4, Sec. 4(h)	C.G.S. 5-247; Regs. 5-247-5, 5-247-6
Up to five days parental leave deductible from sick leave.	Article 4, Sec. 6(c)	Reg. 5-247-4

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Paid military leave (in addition to leave for required field training under C.G.S. 5-248(c); limited to unscheduled emergencies.	Article 4, Sec. 9	C.G.S. 27-33
Provision for removal of derogatory material from personnel file after three years if conduct or condition remedied.	Article 9, Sec. 1(a)(5)	C.G.S. 11-08a; Records Retention Schedules of Public Records Administrator
Voluntary lateral transfers and administrative transfers governed by contract.	Article 11; Article 14	C.G.S. 5-239; Regs. 5-239-1, 5-239-2
Arbitration the exclusive procedure for resolving disputes over discipline, including dismissal; just cause standard not applicable to dismissal of non-tenured teachers	Article 13, Sec. 1	C.G.S. 10-151
Tenure defined.	Article 15, Sec. 1	C.G.S. 10-151.
Procedure for dismissal or non-renewal of non-tenured employees established by contract.	Article 15, Sec. 2	C.G.S. 10-151
Payment for temporary service in a higher class retroactive to first day after fifteenth consecutive working days.	Article 19, Sec. 3	C.G.S. 5-209
Clarification of eligibility for indemnification under C.G.S. 10-235.	Article 25	C.G.S. 10-235

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Modification of the date for the next window period shall be not earlier than August, ~~2020~~2024.	Article 35	Supplemental Agreement Article 22 C.G.S. 5-270 et seq. and related regulations
Compensation increased in the last two years for positions and rates set forth in Appendices B and D.	Appendices B and D	C.G.S. 5-200(1) and 5-200(n)

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: American Federaion of School Administrators, Local 61
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	64
	General Fund	64

Total Annual Wages (26 pay periods) All Funds: $8,925,520

		Annualized Basis (26 Pay Periods for All Years)		
		Percent Increase		
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Other	Total
Prior to New Contract:	$139,461			
1st Year Contract: 2021-2022	$146,315	4.50%	0.41%	4.91%
2nd Year Contract: 2022-2023	$153,182	4.50%	0.19%	4.69%
3rd Year Contract: 2023-2024	$160,075	4.50%	0.00%	4.50%
4th Year Contract: 2024-2025	$160,075	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	2nd Year 2022-23	3rd Year 2023-24	4th Year 2024-25	Annualized
Total Wages and Related Items	$8,925,520	$598,655	$940,378	$1,345,988	$1,345,988	$1,345,988
Fringe Benefits Value of Current Items		$89,200	$140,116	$200,552	$200,552	$200,552
TOTAL WAGES AND BENEFITS		$687,855	$1,080,494	$1,546,540	$1,546,540	$1,546,540

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA and AI		$401,655	$401,655	$401,655	$401,655	$401,655
(2) $2,500 One-time payment		$160,000	$0	$0	$0	$0
(3) Top-Step Bonus		$22,000	$22,000	$22,000	$22,000	$22,000
(4) Increased tuition reimbursement		$15,000	$15,000	$15,000	$15,000	$15,000
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$598,655	$438,655	$438,655	$438,655	$438,655
Fiscal Year 2022-2023						
(1) 2.5% COLA and AI			$419,723	$419,723	$419,723	$419,723
(2) $1,000 One-time payment - 7/1/2022			$64,000	$0	$0	$0
(3) Top-Step Bonus			$18,000	$18,000	$18,000	$18,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$501,723	$437,723	$437,723	$437,723
Fiscal Year 2023-2024						
(1) 2.5% COLA and AI				$438,610	$438,610	$438,610
(2) Top-Step Bonus				$31,000	$31,000	$31,000
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$469,610	$469,610	$469,610
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$598,655	$940,378	$1,345,988	$1,345,988	$1,345,988
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$37,117	$58,303	$83,451	$83,451	$83,451
Medicare 1.45%	1.45%	$8,680	$13,635	$19,517	$19,517	$19,517
Unemployment 0.15%	0.15%	$898	$1,411	$2,019	$2,019	$2,019
SERS Normal Cost 4.1%	4.10%	$24,545	$38,555	$55,186	$55,186	$55,186
OPEB Contribution 3%	3.00%	$17,960	$28,211	$40,380	$40,380	$40,380
TOTAL FRINGE IMPACT	14.9%	$89,200	$140,116	$200,552	$200,552	$200,552
TOTAL COST OF CONTRACT - ALL FUNDS		$687,855	$1,080,494	$1,546,540	$1,546,540	$1,546,540

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

Bargaining Unit: American Federaion of Teachers, Connecticut Technical High School Teachers
Period of Contract: July 1, 2021 through June 30, 2025

Number of Full Time Employees:	All Funds	1,151
	General Fund	1,151

Total Annual Wages (26 pay periods) All Funds: $98,479,928

		Annualized Basis (26 Pay Periods for All Years)		
		Percent Increase		
Average Annual - All Funds:	Salary	Gen'l Wage Increase	Other	Total
Prior to New Contract:	$85,560			
1st Year Contract: 2021-2022	$90,334	5.20%	0.38%	5.58%
2nd Year Contract: 2022-2023	$95,167	5.19%	0.16%	5.35%
3rd Year Contract: 2023-2024	$100,251	5.19%	0.15%	5.34%
4th Year Contract: 2024-2025	$100,251	0.00%	0.00%	0.00%

FULL-TIME COMPENSATION SUMMARY

All Funds	Prior to Agreement	1st Year 2021-22	3rd Year 2022-23	4th Year 2023-24	5th Year 2024-25	Annualized
Total Wages and Related Items	$98,479,928	$8,484,041	$12,232,720	$16,860,507	$16,860,507	$16,860,507
Fringe Benefits Value of Current Items		$1,264,122	$1,822,675	$2,512,216	$2,512,216	$2,512,216
TOTAL WAGES AND BENEFITS		$9,748,163	$14,055,395	$19,372,723	$19,372,723	$19,372,723

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 31, 2022

		All Funds Requirement				
		2021-2022	2022-2023	2023-2024	2024-2025	Annualized
Fiscal Year 2021-2022						
(1) 2.5% COLA and AI		$5,124,507	$5,124,507	$5,124,507	$5,124,507	$5,124,507
(2) $2,500 One-time payment		$3,000,000	$0	$0	$0	$0
(3) Supplemental Respons / Degree Scale		$108,952	$108,952	$108,952	$108,952	$108,952
(4) Increase Professional Dev Funding		$50,000	$50,000	$50,000	$50,000	$50,000
(5) Stipend for Equity/Lacrosse/Library/Media		$200,582	$205,586	$210,905	$210,905	$210,905
SUBTOTAL AGREEMENT ITEMS - 1st YEAR		$8,484,041	$5,489,045	$5,494,364	$5,494,364	$5,494,364
Fiscal Year 2022-2023						
(1) 2.5% COLA and AI			$5,382,000	$5,382,000	$5,382,000	$5,382,000
(2) $1,000 One-time payment - 7/1/2022			$1,200,000	$0	$0	$0
(3) Supplemental Respons / Degree Scale			$111,675	$111,675	$111,675	$111,675
(4) Increase Professional Dev Funding			$50,000	$50,000	$50,000	$50,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			$6,743,675	$5,543,675	$5,543,675	$5,543,675
Fiscal Year 2023-2024						
(1) 2.5% COLA effective 9/1/2023				$5,656,000	$5,656,000	$5,656,000
(3) Supplemental Respons / Degree Scale				$116,468	$116,468	$116,468
(4) Increase Professional Dev Funding				$50,000	$50,000	$50,000
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				$5,822,468	$5,822,468	$5,822,468
Fiscal Year 2024-2025						
(1) Wage Reopener					$0	$0
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					$0	$0
TOTAL CONTRACT ITEMS - ALL FUNDS		$8,484,041	$12,232,720	$16,860,507	$16,860,507	$16,860,507
FRINGE ANALYSIS						
Social Security 6.2%	6.20%	$526,011	$758,429	$1,045,351	$1,045,351	$1,045,351
Medicare 1.45%	1.45%	$123,019	$177,374	$244,477	$244,477	$244,477
Unemployment 0.15%	0.15%	$12,726	$18,349	$25,291	$25,291	$25,291
SERS Normal Cost 4.1%	4.10%	$347,846	$501,542	$691,281	$691,281	$691,281
OPEB Contribution 3%	3.00%	$254,521	$366,982	$505,815	$505,815	$505,815
TOTAL FRINGE IMPACT	14.9%	$1,264,122	$1,822,675	$2,512,216	$2,512,216	$2,512,216
TOTAL COST OF CONTRACT - ALL FUNDS		$9,748,163	$14,055,395	$19,372,723	$19,372,723	$19,372,723

DIVISION OF PUBLIC DEFENDER SERVICES
State of Connecticut

OFFICE OF CHIEF PUBLIC DEFENDER
55 FARMINGTON AVENUE, 8TH FLOOR
HARTFORD, CT 06105

DIANE M. FITZPATRICK
DIRECTOR OF HUMAN RESOURCES
TEL: (860) 509-6432

To: Sandra Brown-Brewton, Undersecretary Office of Labor Relations

From: Diane M. Fitzpatrick, Director of Human Resources

Re: Submission of Collective Bargaining Agreement between Division of Public Defender Services and Public Defender Attorneys and Supervising Attorneys, Local 381, Council 4 AFSCME AFL-CIO

Date: March 18, 2022

In accordance with the Joint Rules of the General Assembly and the General Statutes of the State of Connecticut, the Division of Public Defender Services submits 20 copies of a Collective Bargaining Agreement between the Division and the Public Defender Attorneys and Supervising Attorneys, Local 381, Council 4, AFSCME AFL-CIO. This Agreement sets forth the terms and conditions of employment for the members of this bargaining unit for the period July 1, 2021 to June 30, 2024.

Attached are the following items that you requested:

- Signed Tentative Agreements between the parties
- Supersendence Appendix
- Cost Sheet

If there are any questions concerning this agreement, or you require additional information please feel free to contact Diane Fitzpatrick, Director of Human Resources for the Division at 860-509-6432.

DIVISION PROPOSAL # DATE: 2/10/2022

ARTICLE 1
RECOGNITION

The Division of Public Defender Services and the Public Defender Commission herein recognizes the Division of Public Defender Services Local 381, Council 4, AFSCME, AFL-CIO as the exclusive representative of the employees in permanent positions full time positions whose job titles were placed with these bargaining units of Public Defender employees by the Connecticut State Board of Labor Relations in Cases No. SE-32,389 and SE-32,389A and Decision # 4929 & 4929-A.

This Agreement shall pertain only to the following employees whose job titles fall within the certifications issued by the Connecticut State Board of Labor Relations. Specifically, as follows:

Deputy Asst. Public Defender

Asst. Public Defender

Sr. Asst. Public Defender

Sprv. Asst. Public Defender

Trial Services Unit Asst. Public Defender (Red-Circled)

Trial Services Unit Sr. Asst. Public Defender (Red-Circled)

Once vacant the Chief of Psychiatric Defense Services will be filled as a Supervising Assistant Public Defender.

The Director of Juvenile Post-Conviction will no longer be a member of the bargaining unit.

Once vacant, the Trial Services Unit Asst Public Defender and Senior Asst Public Defender will be refilled at the Deputy Asst Public Defender or Asst Public Defender level.

This Agreement shall not apply to non-permanent employees appointed to nonpermanent, temporary, per diem, emergency, or seasonal positions, nor to durational positions of six (6) months or less.

Dre Fitzpatrick
FOR THE DIVISION
DATE

DATE 2/10/2022

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DIVISION PROPOSAL # DATE:

When the classifications that have been red circled become vacant by the current incumbents, the Division will determine the need for the position and if required will fill the position at the level of Supervising Asst. Public Defender.

FOR THE DIVISION
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ARTICLE 5
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 Division biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the Division within thirty (30) days of the Union providing certification of said authorization to the Division. The Union shall provide to the Division Payroll, a digital list of all employees who have authorized dues deduction. By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. The Union shall notify the Division Payroll, in writing, within ten (10) days of receipt of notification from the employee of any revocation of said authorizations and the effective date of the same.*

Section Three: *The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the Agreement currently available and in use which the bargaining unit members are to sign. Should this language change, the Union will provide the Division with an updated version within ten (10) business days, and the Division will online and later printed version of this collective bargaining agreement accordingly.*

Should a bargaining unit member approach the Division or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. In such case, the Division may notify the employee of its obligation to comply with this Article, including Section Two above. If the Division is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four. INSERT REVOCATION AND MAINTENANCE OF DUES LANGUAGE FROM AFSCME MEMBERSHIP APPLICATION

Section Four: *Upon request from the Division, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Division for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Division will cease withholding union dies for that employee not later than the first day of the following pay period. Upon request, the Division may request a dues reconciliation not more than twice per contract year.*

Dave Titterington

FOR THE DIVISION
DATE

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Section Five: *The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made and a list of all employees in the bargaining unit, shall be remitted to the Union's designee "as soon as available" or "as soon as practicable" after the payroll period in which such deductions were made.*

Section Six: *In accordance with procedures promulgated by the Office of the State Comptroller, the Division shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the Division Payroll consistent in Section Two above.*

Section Seven: *New Hires. The Division will provide notice to the Union of new employees assigned to this bargaining unit as soon as practicable after their hire. Such notice will be by email to the Union individual designated as the contact person. The notice shall include the new employees work location.*

Section Eight: *Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for a one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with the new hire orientation conducted by the Division. If this is the case, the Division will provide the Union with notice of date, time and location of said orientation. Management will not be present during the Union's orientation.*

If not included in the Division's orientation, the Union shall schedule the orientation at its discretion but consistent with the Division's operational needs. During Orientation the Union shall provide all new employees with a copy of this Agreement.

Section Nine: *No payroll deduction of dues shall be made from worker's compensation, unpaid FMLA or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall deductions be retroactive.*

Section Ten: *The Union shall indemnify and hold the State and the Division harmless from any and all claims, demands, suits, liability or damages and expenses incurred by the State and Division or its agents in complying with this Article.*

ARTICLE 6
UNION RIGHTS

Section One: The Union will furnish the Employer with a complete list of Union representatives designated to represent any of the employees covered by this Agreement, specifying the jurisdiction and location of each Union representative or group of Union representatives provided that the jurisdiction of each Union representative shall be limited to such geographical boundaries as are mutually agreed. The Union shall notify the Employer whenever there is a change in Union representatives or assignments.

The number of designated representatives shall be set as follows:

JUDICIAL DISTRICT	REPRESENTATIVES
Bridgeport Milford Stamford	3
Danbury Waterbury Litchfield	3
New Haven Middletown	3
Hartford New Britain *OCPD*	3
Tolland Danielson Norwich New London	3

Section Two: Except as otherwise provided, Employer representatives shall deal with Union-designated staff representatives or Union representatives exclusively in the processing of grievances or any other aspects of contract administration.

Section Three: Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that (1) they make arrangements with the Supervisor of the employee prior to their arrival and give notice of their presence immediately upon arrival to the supervisor in charge, and (2) they do not interfere with

Diane Fitzpatrick
FOR THE DIVISION
DATE

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the performance of duties. The Union will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

Section Four. Role of Steward in Processing Grievances. The steward will obtain permission from t*heir* immediate supervisor when leaving the work assignment to carry out steward duties in connection with this Agreement. When contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. Such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Such requests shall include names (employee's), work location and approximate time (anticipated) that will be needed. The steward will report back to *their* supervisor upon completion of such duties and return to work without a loss in pay or benefits. The Union will cooperate in preventing abuse of this Section.

Only one (1) steward shall represent a grievant at any given time.

Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The Union shall cooperate in preventing abuse of this section. Stewards performing these tasks shall code their timesheets 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 Office	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).
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 (Loudermill), and/or participating in labor management meetings.
LUBCN	Paid leave for members of the bargaining team for negotiations sessions. **MUST BE APPROVED BY HUMAN RESOURCES**

Section Five. Bulletin Board. The Division will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize 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.

Section Six. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, 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 State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

The Union shall not have access to information which the employer reasonably determines is privileged or confidential, unless and until such information constitutes the basis, in whole or in part, for disciplinary action as defined in this Agreement.

Section Seven: Subject to prior written approval from Division's Human Resources office, paid union leave may be granted to Union officers, stewards, delegates or designees as follows:

1. For each year of the contract, a bank of one hour per employee in the bargaining unit as of July 1 to be used for Union business and steward training shall be established. If on June 30th there is a balance of time in the bank, 10% of said time shall be rolled over into the next contract year.
2. Union business leave shall be granted as follows:
   a. Usage shall not be unreasonably denied except where an agency emergency exists. However, if the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual Agreement, postpone or cancel the leave usage.

b. Unless mutually agreed otherwise, the Union will give seven (7) full working days written notice requesting Union Business Leave to the Human Resources office.

The following codes shall be used on employee's timesheet when utilizing Union business leave under this section:

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 the contract for such things as steward training, conventions etc. **MUST BE PRE-APPROVED BY HUMAN RESOURCES.**

Upon expiration of this Agreement and prior to approval of a successor agreement, the Union shall continue to have available leave time as provided in subsection (a) of this Section Seven. Upon approval of a successor agreement, the leave time utilized during this transition period will be deducted from what approved leave time has been incorporated into the successor agreement.

DIVISION PROPOSAL # DATE: 2/10/2022

ARTICLE 7
PROBATIONARY PERIOD

Section One: Initial Probationary Period. The probationary period shall be deemed an extension of the hiring process. Permanent status in any position is attained only after the conclusion of a satisfactory probationary period of one year of continuous service and approval of the Public Defender Services Commission.

An employee whose performance has been deemed to be unsatisfactory during the probationary period will be notified in writing prior to the end of the probationary period that *they* will be terminated.

Dismissal of an employee during the initial probationary period shall not be subject to the grievance and arbitration procedure.

Upon mutual agreement of the parties, the probationary period may be extended up to ninety (90) days beyond the one-year period.

Section Two: Promotional Probationary Period. Employees promoted to the classifications of Supervisory Asst Public Defender, shall serve nine (9) months of continuous service probationary period. Upon conclusion of a satisfactory performance and the approval of the Public Defender Services Commission the employee shall be deemed permanent in the higher-level classification.

An employee whose performance has been deemed to be unsatisfactory during the promotional probationary period will be notified in writing prior to the end of the probationary period and they shall be returned to their previous class and not necessarily in the previous location based on operational needs.

The decision to remove and reassign an employee during the promotional probationary period shall not be subject to the grievance and arbitration procedure.

Upon mutual agreement of the parties, the probationary period may be extended up to ninety (90) days beyond the nine (9) month period.

Section Three: The attainment of permanent status by an employee shall not be construed to mean that the employee may not be suspended or discharged,

Diane Fitzpatrick
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ARTICLE 9
SERVICE RATINGS

Section One: *All new* employees shall receive an annual evaluation three months but not less than two months prior to their anniversary date (January 1, or July 1, as applicable). When the month end falls on a holiday or weekend the rating shall be deemed timely if tendered on the first business day after said weekend or holiday.

The parties will create a working committee to evaluate the current evaluation process and forms with the goal to streamline the process, while maintaining its integrity and providing for a more detailed evaluation prior to the reappointment process that occurs every four years.

Service ratings may be issued: (1) during any Probationary Period, (2) when the employer wishes to amend a previously submitted less than good rating due to marked improvement, (3) and at such other times as the appointing authority deems that the quality of service of an employee should be recorded

Section Two: The service rating will be conducted by a supervisor or manager familiar with the employee's work and performance.

In most cases the supervisor of an employee is a member of the bargaining unit. In these cases, the supervisor is responsible for conducting a fair and unbiased review of an employee's performance. Failure to conduct a review in this manner may result in disciplinary action against the supervisor.

Section Three: The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Four: There shall be two overall ratings: "satisfactory" and "unsatisfactory". An employee receiving an "unsatisfactory" overall rating shall not receive an annual increment, or if at the maximum for the salary schedule a lump sum payment.

Section Five: Two successive unsatisfactory service ratings shall be grounds for dismissal from State service.

Section Six: Disputes only concerning overall "unsatisfactory" may be subject to the grievance and arbitration process.

Dian Fitzpatrick
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ARTICLE 11
SENIORITY

Section One: Seniority shall be defined as an employee's length of continuous full time *permanent* service in the Division of Public Defender Services. Any part time *permanent* service shall be pro-rated in accordance with the number of hours worked by the employee.

Section Two: Seniority shall not be computed until after completion of the initial Probationary Period.

Section Three: Seniority shall accrue during the following:

a. Authorized FMLA Leave
b. All paid leaves provided that employee returns to work immediately following the leave
c. Military leave granted in accordance with Article 16
d. Unpaid medical leave of absence following exhaustion of sick leave for up to nine (9) months for an employee with permanent status provided that the employee returns to work immediately following the leave.
e. Workers Compensation leave

Section Four: Seniority shall be deemed broken by:

(1) termination of employment caused by resignation, dismissal or retirement.
(2) Failure to report for five (5) consecutive working days without authorization.

Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of a service break.

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ARTICLE 12
VACATION & PERSONAL LEAVE

Section One: Permanent employees are eligible to accrue vacation leave after the first full month of employment.

Section Two: Vacation is accrued on a monthly basis in accordance with State statutes and regulations. The following accrual schedule shall apply per completed calendar month of service:

0-9 completed years of full-time service	1.25 days per calendar month 40 hrs. = 10 hrs. 37.5 hrs. = 9.37 hrs.
10 plus completed years of full-time service	1.66 days per calendar month 40 hrs. = 13.33 hrs. 37.5 hrs. = 12.5 hrs.

Eligible permanent part-time employees who work over twenty (20) hours per week shall accrue on a pro-rated basis

Vacation leave does not accrue when during a calendar month an employee is off the payroll for an aggregate of more than three (3) of the employee's working days.

Section Three: Unused vacation accruals may accumulate up to a maximum of the hourly equivalent of one-hundred twenty (120) days. After an employee has attained this maximum accrual, vacation hours will not accrue again until the balance drops below the maximum. Example: January 120 days- no accrual; February 120 days takes two days- will accrue.

Section Four: Taking Vacation Time. An employee shall be allowed, subject to the approval of their supervisor, to choose the time of their vacation. In the event of conflicting schedules of leave, seniority shall prevail, provided the more senior employee has chosen the time of their vacation within sixty (60) days of the commencement date of the vacation. Seniority for purposes of this paragraph shall be defined as aggregate service as a full-time employee in the Division

Diane Fitzpatrick
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Any employee wishing to use more than the hourly equivalent of twenty-five working days accrued vacation time in any one calendar year must first obtain the approval of the Chief Public Defender.

Section Five: Personal Leave. Full-time permanent employees of the Division who are eligible to accrue sick and vacation leave will be granted the hourly equivalent of three (3) days of personal leave of absence on January 1st of each year. Permanent part-time employees are granted personal leave on a pro-rated basis.

Personal leave is granted to new employees in permanent positions at the conclusion of six months of continuous service, during which period they have not been on a leave of absence without pay for more than ten (10) working days.

Personal leave of absence shall be for the purpose of conducting private affairs including the observance of religious holidays. Personal leave must have prior supervisory approval.

Personal leave days not taken during the calendar year are not accumulated from year to year and shall expire on December 31st of each year.

Section Six: Vacation and Personal leave day accruals are posted on the individual employee's paycheck and *CORE Timesheet.* It is the responsibility of the individual employee to keep track of their accrual balance when requesting time off.

If an employee does not have the time available and takes it, they will be charged for unauthorized leave without pay for the time unless approval is received ahead of time.

Section Seven: Payment of Accrued Vacation Time on Termination of Employment.

a) On termination of employment each eligible *(in good standing)* employee shall be granted lump sum payment for vacation leave accrued and unused up to and including the last full calendar month of work. The amount paid shall be equal to the employee's hourly rate, which shall be based upon the employee's salary at the time of their termination or retirement.

b) . In the event an employee, other than one whose compensation is fixed by statute, dies, a lump sum payment shall be made for all vacation leave accrued to *them* and unused at the time of *their* death. The amount paid shall be equal to the salary the deceased employee would have received had *they* remained in the service of the Division until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the employee under the state employee's retirement system or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

c) An employee who voluntarily terminates *their* employment shall normally give two (2) weeks' notice of termination. No vacation time will be granted during this period. Failure of an employee to provide such notice may result in *their* resignation recorded as "not in good standing."

Section Eight: Remote work cannot be used in lieu of vacation or personal leave time.

DIVISION PROPOSAL # DATE: 2/10/2022

ARTICLE 13
SICK LEAVE

Section One: Accrual. Full-time permanent employees shall accrue sick leave at the rate of one and one-quarter (1.25) day per completed calendar month of service:

a) 10 hours for employees working 40 hours per week
b) 9.37 hours for employees working 37.5 hours per week

Eligible permanent part-time employees who work over twenty (20) hours per week shall accrue on a pro-rated basis.

Accrued sick leave may not be used until the month after it is accrued.

a) Leave starts to accrue only on the first working day of the calendar month and is credited upon completion of the month.
b) Employees shall not accrue sick leave for the first calendar month of employment unless they commence employment on the first working day of the calendar month.
c) No sick leave will accrue when an employee is on leave of absence without pay for an aggregate of more than three (3) workdays.
d) Sick leave shall accrue for the first twelve (12) months in which a Division employee is being paid workers compensation benefits relating to not being able to work or paid sick leave benefits under the provisions of the General Statutes.

Section Two: Use of sick leave. Sick leave to the extent accumulated by the employee and credited to their accrual balance shall be granted to an eligible employee under the following circumstances:

a) For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours. If patterns of full days are taken for these appointments, the Division may request medical certification.
b) In the event of death in the immediate family, immediate family means spouse, father, mother, sister, brother or child and any relative who is domiciled in the employee's household. The employee may use up to five (5) days of accrued sick leave.

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c) In the event of critical or severe injury/illness to a member of the immediate family requiring the assistance of the employee, up to ten (10) days of accrued sick leave in a calendar year. *(SFAM)*
d) In the event of attending a funeral for individuals other than members of the immediate family, if permission is requested and granted by the employee's supervisor. The employee may use one (1) day of accrued sick leave and providing that not more than three (3) days shall be used doing the course of the calendar year.

Section Three: If an employee becomes ill during a period of authorized vacation, they may file a request along with an acceptable medical certificate verifying that the employee would have been unable to work on the days or days originally requested as vacation, they will be permitted to use accrued sick leave for those days.

Section Four: Medical Certificate. An acceptable medical certificate, which shall be on the form prescribed by the Commissioner of Administrative Services, or a form signed by a licensed physician or other practitioner whose method of healing is recognized by the State providing the same basic information, may be required of an employee by the Division to substantiate a request for sick leave for the following reasons:

a) Any period of absence consisting of more than five (5) consecutive working days.
b) To support request for sick leave more during annual vacation.
c) Leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required.
d) Leave of any duration when evidence indicates reasonable cause for requiring such a certificate, except cases of alleged misconduct.
e) The Division may request that a further examination is required by a Physician chosen by the Division.

Section Five: A quarterly review of sick leave usage will be conducted agency wide. Employees and their supervisor who have had high occurrences and/or tandem occurrences in accordance with Administrative Policy #501" "Attendance" of the Division of Public Defender Services Administrative Policy & Procedure Manual shall be notified, and action taken as prescribed in said policy.

Section Six: The provisions of § 504 "Use of Accrued Sick Leave" of the Division of Public Defender Services Administrative Policy & Procedure Manual remains in effect.

Section Seven: Compensation for Unused Sick Leave Accrual upon Retirement. Each eligible employee in the Division shall be compensated, effective as of *their* retirement, at the rate of one-fourth (1/4) 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 payment equivalent to sixty (60) days' pay.

Section Eight. Payment of Sick Leave upon Death of Employee. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's 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 payment equivalent to sixty (60) days' pay

Section Nine: *Remote work/telework cannot be used in lieu of sick leave.*

DIVISION PROPOSAL # DATE: 2/10/2022

ARTICLE 15
EMERGENCY SICK LEAVE BANK

Section One: There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees. The purpose of the Bank is to provide sick leave in the event of catastrophic or extended long term illnesses.

Section Two: The Fund. All members of the Bargaining Unit will be required to initially donate eight (8) hours to the Bank. Members may donate additional hours. Once the Bank reaches a balance of 1,000 hours, the members will be advised that mandatory donation will be taken. If an employee has a balance that would be impacted by a donation (under 32 hours of accrued sick leave) they shall donate the hours from their vacation accruals.

In the event that the employee has no accruals at the time of a mandatory donation, the donation shall be spread out over two months.

Section Two: Eligibility. A full-time permanent employee shall be eligible to utilize the emergency Sick Leave Bank when:

a) The employee has been employed by the Division for two (2) or more years

b) The employee has exhausted all accrued sick leave, personal leave and vacation leave as well as advanced sick leave.

c) They are not receiving benefits under workers' compensation, *short term or long-term disability*

d) They have provided a medical certification supporting the catastrophic or extended long term illness.

e) The employee has not been disciplined for sick leave abuse during the two (2) year period preceding the application for the benefit.

f) The bank has not been depleted.

g) In the judgement of the Chief Public Defender and Director of Human Resources, the extent and circumstances of the employees' usage of sick leave prior to the illness in question do not appear to abuse sick leave.

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Section Three: Benefit Amount. Benefits under this Article shall be paid at the rate of one-half (½) day or a full day for each day of illness or injury. At the time of application, the employee must specify their choice. The limits of obtaining this benefit shall not to exceed a maximum of one hundred twenty days per five (5) year period per employee. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

Section Four: Program Administration. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor-Management panel established to administer the program. Said panel shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. The panel shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an employee returns to work, or when sick leave benefits have been exhausted, the agency will notify the panel, in writing, with the total number of hours used by said employee.

The actions or non-actions of the panel shall in no way be subject to collateral attack or subject to the grievance-arbitration process. The panel shall not be considered a State/*Division* agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the panel, and no requests shall be conducted as contested cases.

Section Five: Regulations 247-6 shall be superseded regarding this Article.

ADD NEW FMLA AND SEBAC LANGUAGE???? Article 16

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ARTICLE 16
OTHER LEAVES

MILITARY LEAVE

Section One: A full time permanent employee of the Division shall be granted military leave and the benefits attendant thereto as provided by State and Federal law. Such military leave shall be granted upon submission to the Chief Public Defender of acceptable and official written military orders signed by a superior/commanding officer. *Military orders shall be submitted as soon as received by the employee.*

PREGNANCY, MATERNAL, PARENTAL & CAREGIVER LEAVE

Section One: Disabilities resulting from or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of unpaid absence to the extent provided by existing statutes and regulations, as they may be amended.

Section Two: *Parental and Family Leave shall be governed by C.G.S § 31-51kk et.seg (and any amendments) and the appurtenant regulations. The current FMLA manual for State/Division employees is located on the DAS website at this link: FMLA Manual for State Employees.*

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FOR THE DIVISION
DATE

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FOR THE UNION

Section Four: Caregiver FMLA: Sick Leave may be used to care for an immediate family member if the circumstances meet the requirements for qualified family care under FMLA. The C.G.S § 31-51kk, et seq. governs this usage.

Section Five: *Holidays which occur during the period covered by the parental leave provisions of C.G.S. § 31-51kk, et seq shall not be compensated unless the employee is concurrently utilizing paid vacation, sick or personal leave, the day prior to and the day after the holiday.*

CIVIL LEAVE AND JURY DUTY

Section One. 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 leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the court action. Employee must submit subpoena or other order. Employee must also submit documentation from Court as to time spent in Court. Employees are only permitted this time for actual time on these matters. The Division reserves the right to review when full days are taken for these matters.

(b) If a court appearance (not jury duty) is required as part of an employee's assignment, time spent shall be considered as time worked.

Section Two. Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each workday while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work. Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately and provide said notice.

The Employer may request that the employee be excused or exempted from jury duty if, in the Employer's judgment, the employee's services are needed at that time.

Time spent on jury duty shall not be considered time worked for completing a working test period or trainee requirements.

If an employee is dismissed from jury duty, they are to return to work. Time will only be paid for actual time spent at jury duty. If an employee does not wish to return to work, they will be required to take vacation or personal leave. The Division reserves the right to review when full days are taken for these matters

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ARTICLE 18
HOURS OF WORK

Section One: The standard workweek for all full-time employees shall be as follows:

Deputy Assistant Public Defender	Forty (40) hours per week (8 per day)
Assistant Public Defender	Forty (40) hours per week (8 per day)
Senior Assistant Public Defender	Forty (40) hours per week (8 per day)
Supervising Assistant Public Defender	Forty (40) hours per week (8 per day)
TSU Assistant Public Defender (RC) TSU Senior Assistant Public Defender (RC)	Thirty-seven and ½ per week (7.5 per day)

The standard workweek work week shall be Monday to Friday between 8:00 am and 5:30 pm.

Section Two: Scheduling of Hours. Employees shall work such hours as are required to fulfill the professional responsibilities of their positions, with the minimum daily hours as indicated in Section One of this Article.

For special programs or assignments, an employee's work schedule may be adjusted by mutual agreement for the employee and the Division

Section Three Meal Periods. Meal periods shall be either one hour or one-half hour in duration and shall be scheduled close to the middle of the day consistent with operating needs of the Division. Meal periods are not compensated time and as such are not counted as work time. The voluntary omission of a meal periods, in whole or part, shall not modify the starting or leaving time schedule.

Section Four. Rest Periods. Unless precluded by existing agency policy and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift, except that operational needs may preclude such periods for courtroom personnel. The voluntary omission of a rest periods, in whole or part, shall not modify the starting or leaving time schedule.

Section Five: Scheduled Office Days: On scheduled "Office Days", Employees are required to be present at work location performing job functions. This is not considered an "Off" day.

Dave F Marshall
FOR THE DIVISION
DATE

DATE 2/10/2022

Anthony Robb
FOR THE UNION

ARTICLE 19
COMPENSATION

Section One: Salaries for the duration of this Agreement are set forth in Appendix A.

Section Two: One Time Lump Sum Payments

Effective July 1, 2021	One-time lump sum special payment in the amount of $2,500 (pro-rated part time employees). Eligible employees are those who were active on March 31, 2022
Effective July 1, 2022	One-time lump sum special payment in the amount of $1,000(pro-rated for part time employees).

Section Three: General Wage Increases

Effective July 1, 2021	Retroactive to July 1, 2021, Wage Increase of 2.5% for active employees and those employees who left State Service in good standing with ten (10) years or more of State service or employees who retired after July 1, 2021.
Effective July 1, 2022	General Wage Increase of 2.5% for active employees
Effective July 1, 2023	General Wage Increase of 2.5% for active employees
Effective July 1, 2024	Wage Re-Opener

Section Four: Annual Increments and Payments in Lieu of Annual Increments. Annual Increments and Lump Sums shall be provided on the following schedule

Effective July 1, 2021	Retroactive to July 1, 2021, the annual increment shall be paid for those who are an active employee and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.
Effective July 1, 2022	Annual Increment on Time
Effective July 1, 2023	Annual Increment on Time
Effective July 1, 2024	Wage Re-Opener

When annual increments or payments in lieu of annual increments are made, the following scheduled shall be in place.

January 1st	Employees hired between October 2nd and April 1st, inclusive, following completion of at least nine (9) full months of paid employment
July 1st	Employees hired between April 2nd and October 1st, inclusive, following completion of at least nine (9) full months of paid employment

An employee who has transferred from another branch of State government will retain the annual increment date established by *that* branch.

Annual increments dates may be changed by the Chief Public Defender in connection with an employee's reclassification or promotion, to provide for equitable treatment among employees of the Division.

Section Five: Longevity. No employee 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 has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.

For those eligible for longevity, "qualifying service" includes prior service in a permanent, full-time position, whether classified or unclassified with any branch or agency of state government. Other types of prior service, (e.g. war service, legislative service, Circuit Court service) may also qualify towards the ten (10) year longevity minimum under certain statutory and administrative specifications.

With the exception of unpaid military leaves, unpaid leaves of absence are not considered state service for computing length of service for longevity pay purposes.

Employees are eligible to receive a lump sum longevity payment twice a year based on service completed as of April 1 and October 1 of each year.

Payments will be made in accordance with the following schedule:

YEARS OF QUALIFYING SERVICE	AMOUNT OF PAYMENT
10 or more but less than 15	¼ of longevity amount
15 or more but less than 20	½ of longevity amount
20 or more but less than 25	¾ of longevity amount
25 or more	Full amount

Longevity Schedule Appendix B

Section Six Structure & Progression

1) **Hire:** Individuals hired into the Division shall be brought in at the **Deputy Assistant Public Defender*** Level based on the following schedule:

Status	Hire
Law School Graduate pending admission (Certified Legal Intern)	75% of Step One
Law School Graduate	Step One
Law School Graduate with two years of paid experience	Step Two
Law School Graduate with three years of paid experience	Step Three
Law School Graduate with four years or more of paid experience	Step Four

Experience will be seen as work directly related to the work performed by members of the Division.

** Attorneys doing full time appellate work in either adult; juvenile, or child protection may be brought in at the Assistant Public Defender level at Step 5 based on the extent of their appellate experience. This does not preclude hiring at the Deputy Assistant Public Defender level for training purposes.*

On monthly basis, the union president will be notified or new hires and respective Step placements, Step placements of Attorneys are not subject to grievance or arbitration process.

2) **Progression:** Incumbents in the class of Deputy Assistant Public Defender shall be eligible for progression to Assistant Public Defender after the completion of three (3) years of service.

Example:	Hired as Deputy Assistant Public Defender:	2/7/2022
	Third anniversary:	2/7/2025
	Progress to Assistant Public Defender:	7/1/2025

Progression shall be effective as of January 1st or July 1st the date following the end completed three (3) years of service and provided that they have had satisfactory performance reviews.

Anniversary Date July 2nd to December 31st:	January 1st
Anniversary Date January 1st to July 1st:	July 1st.

3) Effective July 1, 2022, in recognition progression to the Assistant Public Defender shall be awarded a $2,500 one-time stipend. If the collective bargaining

agreement includes annual increments, the employee will move to their regular scheduled step.

NOTE: Employees that are currently classified as DAPD's and scheduled to move to Assistant Public Defender classification effective July 1, 2021 to July 1, 2022 and are currently at Step 5 or above will **not** be awarded the stipend due to already receiving an 8% increase when placed in Step 5. They will progress to the next step in lieu of the annual increment as is established practice.

4) In the event that the parties agree that there are no Annual Increments awarded during any of the four years of employment, upon completion of three (3) years of service, the employee shall be moved to the Step described below, if this occurs the Stipend mentioned in Item # 3 will not occur.

Step Hired At	Years as DAPD	Step APD
One	3 years	Step 4
Two	3 years	Step 5
Three	3 years	Step 6
Four	3 years	Step 7

5) Incumbents in the class of Assistant Public Defender shall be eligible to become a **Senior Assistant Public Defender** effective as of their scheduled annual increment date (implement or not) closest to the end of their tenth (10th) year of employment with the Division and if they have had satisfactory performance reviews. There is no step advancement associated with the movement to the Senior Assistant Public Defender level.

6) The Commission of Public Defender Services upon recommendation from the Chief Public Defender, may promote an Assistant or Senior Assistant Public Defender to the level of **Supervisory Assistant Public Defender** to supervise the operational and administrative functions of a Geographical Area Court, Juvenile Office or Work unit.

Upon promotion to the Supervisory Assistant Public Defender, the employee shall be placed in the salary plan for the position and assigned to the step which provide the employee an increase at least equal to the average annual increment on said schedule.

Diane Fitzpatrick Digitally signed by Diane Fitzpatrick DN: cn=Diane Fitzpatrick, o=DPDS, ou=Dir. HR, email=Diane.Fitzpatrick@jud.ct.gov, c=US Date: 2022.03.16 15:09:47 -04'00'

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ARTICLE 20
REDUCTION IN FORCE

Section One: A layoff is defined as the involuntary non-disciplinary separation of an employee due to a reduction in work force. A layoff shall not be deemed to include a non-reappointment of a person appointed for a statutory term of office.

Section Two: Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in division organization, or abolition of position.

Section Three: Seniority for purposes of layoff. Seniority for purposes of layoff shall be consistent with Article 11, in that it is defined as an employee's length of continuous full-time service in the Division of Public Defender Services. Part time hours shall be pro-rated.

If the seniority of two or more employees is the same, identification for layoff and recall shall be determined by their random lot.

Section Four: Procedures for Reduction in Force.

1) Individuals in temporary and/or durational positions shall be laid off prior to individuals in permanent positions in the Division.

2) Employees who have not attained permanent status in the classification, which the layoff is to occur, shall be removed prior to any permanent employee in the classification.

~~1)~~3) The least senior attorney (s) *in the bargaining unit* in the Division shall be laid off.

~~2)1) Employees who have not attained permanent status in the classification, which the layoff is to occur, shall be removed prior to any permanent employee in the classification.~~

~~3)~~4) The Division shall notify the incumbent in writing with as much notice as possible but not less than six (6) weeks. Such written notice shall state the reason for the layoff and a copy of said notice shall be sent to Council #4.

Section Five: Once the procedures for reduction in force described above are implemented, the Division may then utilize transfer for operational needs to fill the voids of the laid off staff. The Division shall be permitted to reallocate resources to ensure that the obligations of the Division are met.

Section Six: Reemployment. A laid off employee *in a permanent position* shall be placed on a Division reemployment list in order of seniority as defined in Article 11 and Section Three herein. The employee shall remain of the reemployment list for a period of two (2)

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years, during which time the employee shall have reemployment rights in order of seniority to any new or vacant position, which the Division decides to fill.

An employee appointed from the reemployment list to a position in their former salary group will be placed at the same step in such group as they held when they last worked in the bargaining unit.

In addition, laid off employees shall have SEBAC rights in accordance with agreements between Unions, Executive and Judicial Branch.

~~**Section Seven:** In accordance with the SEBAC 2017 Agreement, there shall be no layoff for members of the bargaining unit and/or hired prior to July 1 2017. Reduction in force may still be utilized for employees hired after July 1, 2017.~~

~~This protection from loss of employment does not prevent the Division from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job.~~

Section ~~Eight~~Seven: In the event of a court closure, the Division shall prepare a plan to transfer staff in accordance with the language of the collective bargaining agreement. The parties will meet to discuss the plan and its implementation. The plan in and of itself shall not be subject to the grievance process.

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~~ARTICLE 21~~
~~FURLOUGHS DAYS~~

~~**Section One:** In accordance with the SEBAC 2017 Agreement that shall be three (3) mandatory furlough days for all members of the bargaining unit.~~

~~**Section Two:** The value of the three (3) days of compensation shall be divided by the 26 pay periods and each pay period shall be reduced by that amount.~~

~~**Example:**~~

~~Annual Rate 100,000~~ ~~Bi-weekly Rate =3,846.15~~

~~Daily Rate = 384.61~~

~~Value of Three Days = 1,153.84~~

~~Reduction Per Pay Period = 44.38~~

~~**Section Three:** In recognition of operational need and the member's rights to vacation and personal time, furloughs days shall not be taken on the Day before or after Thanksgiving or Christmas.~~

~~**Section Four**: Employees may take furlough time in tow (2) hour increments. All furlough time must be approved prior to taking the time. Employees are responsible for keeping track of their furlough time.~~

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ARTICLE 25
JOB CLASSIFICATIONS & LOCATIONS

Section One: The following classifications are established for the members of this bargaining unit.

Deputy Asst. Public Defender	~~Chief of Legal Services (Red-Circled) (when vacated, classification will revert to management)~~
Asst. Public Defender	~~Director of Juvenile Post-Conviction (Red-Circled)~~
Senior Asst. Public Defender	~~Chief of Psychiatric Defense Services (Red-Circled)~~
Supervisory Asst. Public Defender	TSU Asst. Public Defender (Red-Circled)
	TSU Senior Asst. Public Defender (Red-Circled)

Section Two: The following work units or offices are established for the members of this bargaining unit:

Judicial Courts Part A	Geographical Courts (GA) Part B
Juvenile Courts	Office of the Chief Public Defender
Delinquency Defense & Child Protection	LSU Legal Services Unit (Waterbury & Hartford)
~~Trial Services Unit~~	Habeas and Innocence Project
Juvenile Post-Conviction	Psychiatric Defense Unit
Parole Revocation Unit	

Section Three: The following are the established locations. The parties agree that these locations are in existence at the time of this initial collective bargaining agreement. The parties further agree that the Judicial Division is responsible for the establishments, consolidations and closures relating to the Court System. In the event of new, consolidated or closure, the Division will inform the Union and an addendum of this Article will be added to the collective bargaining agreement.

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JUDICIAL DISTRICT	COURT LOCATION
LITCHFIELD	Torrington (JD & GA18)
HARTFORD	Hartford (JD, GA14, & HCC) Enfield (GA13) Manchester (GA12)
NEW BRITAIN	New Britain (JD & GA15) ~~Bristol (GA17)~~
WATERBURY	Waterbury (JD & GA4)
DANBURY	Danbury (JD & GA3)
TOLLAND	Rockville (JD & GA19)
WINDHAM	Danielson (JD & GA11)
NEW LONDON	Norwich (GA21) New London (JD & GA10)
MIDDLESEX	Middletown (JD & GA9)
NEW HAVEN	New Haven (JD & GA23) Meriden (GA7)
ANSONIA/MILFORD	Milford (JD & GA22) Derby (GA5)
FAIRFIELD	Fairfield (JD & GA2)
STAMFORD	Stamford (JD & GA1) Norwalk (GA20)

JUVENILE	COURTS
Bridgeport & Stamford Juvenile	Rockville/New Britain Juvenile
New Haven Juvenile	Waterbury & Torrington Juvenile
Hartford Juvenile	Waterford/Willimantic Juvenile
Middletown Juvenile	

SPECIALTY	UNITS
Parole Revocation Unit (Waterbury) *LSU Hartford & Waterbury*	*Connecticut Valley Hospital &* *Whiting Forensic Hospital (Middletown)*

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The Connecticut Innocence Project - Post Conviction Unit (Hartford)	*Delinquency Defense and Child Protection (Hartford)*

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ARTICLE 29
OUTSIDE/DUAL EMPLOYMENT

Section One: Attorneys are not permitted to practice law outside of the Division *in accordance with C.G.S § 51-293.*

Section Two: Attorneys may not engage in any other remunerative employment or position unless such attorney has received approval from the Public Defender Services Commission. Attorneys in the Division wishing to seek and accept outside employment must request approval prior to accepting such employment *opportunity. Failure to secure approval prior to accepting employment shall result in denial.*

Section Three: Attorneys wishing to work for another State Agency while still employed with the Division must receive the approval from the Chief Public Defender and the Public Defender Services Commission *prior to beginning such work* ***Failure to secure approval prior to accepting employment shall result in denial.***

Section Four: Outside Employment. Subject to the approvals noted in the above Sections, employment must be outside of the employee's normal work hours and not interfere with or present a conflict with the employee's duties within the Division. Such outside employment shall not involve the practice of law.

Section Five: Dual Employment. Any request for dual employment is subject to the provisions outlined in CGS § 5-208a. No State employee shall be compensated for services rendered to more than one State agency during a bi-weekly pay period, unless the appointing authority of each agency certifies that the duties performed are outside the responsibility of the agency of principal employment. Certification must also include that the hours worked at each agency are documented and received to preclude duplicate payments and that no conflicts of interest exist.

This statute applies to contractual, temporary and part-time arrangements, as well as the receipt of honoraria for services rendered.

Section Six: Procedures. The following procedures are established concerning outside/dual employment

Outside Employment:

1) Requests for approval must be submitted in writing to the Chief Public Defender and the Director of Human Resources.
2) Requests must specify the nature of the proposed employment, the amount of the employee's time it would require, the days and/or hours of employment ~~and~~; the identify; *and* location of employer.
3) The Chief Public Defender shall submit the request to the Commission with recommendations.

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4) Such requests may be approved if the proposed outside employment will not be incompatible with the employee's duties within the Division and will not otherwise interfere with the conduct of their duties within the Division.

Dual Employment:

1) Requests for approval of this arrangement must be submitted in writing to the Chief Public Defender and the Director of Human Resources.
2) Requests must specify the nature of the proposed employment, the amount of the employee's time it would require, the days and/or hours ~~and~~; the identify; *and* location and nature of the employer.
3) An Attorney must complete the Dual Employment Request form that will be provided by the secondary agency.
4) It is the Attorneys' responsibility to notify the secondary agency of their employment status with the Division.
5) Once completed the Attorney shall return the form to the secondary agency, who will submit the completed paperwork to the Divisions Human Resources Department.

Section Seven: Failure to follow the established policies and procedures may result in the request not being approved and disciplinary action.

Section Eight: Provisions of § 210 "Outside/Dual Employment" of the Division of Public Defender Services Administrative Policy & Procedure Manual shall remain in effect.

Section Nine ——— On-line teaching AGO.

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ARTICLE 40
DURATION OF AGREEMENT

This Agreement covers the period July 1, ~~2017~~ 2021 to June 30, 2024~~1~~. The parties acknowledge that this is the initial Collective Bargaining Agreement between the parties.

Negotiations for the successor to this Agreement shall commence with the timetable established under the CGS § 5-276a (a).

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ARTICLE 22
DISMISSAL, SUSPENSION, DEMOTION, OR OTHER DISCIPLINE

Section One: Types of Discipline. Discipline is defined as follows:

1) Discharge
1) Demotion (An appointing authority may demote an employee for inefficiency or incompetence when the employee's performance of his duties clearly indicates he is not rendering satisfactory service)
2) Suspension
3) Denial of annual increment due to misconduct.
1) Letter of reprimand (An appointing authority or supervisor may reprimand an employee for just cause, if the appointing authority or supervisor believes that given the relevant circumstances the specific conduct that is the subject of the reprimand does not warrant a suspension, demotion or dismissal, but that the failure to act, involving the employee's job performance, attendance or conduct on duty of any sort warrants putting the employee on notice that such act, or failure to act constitutes just cause, and that the continuation of the specific conduct may result in more severe disciplinary action.)

Discipline shall not include the non-reappointment of a person holding a statutory term of office or appointment. ***The Union President shall be notified when an employee is discharged, demoted or suspended.***

Section Two: No permanent employee shall be disciplined (Letters of reprimand or warning are not included), demoted, suspended or dismissed except for just cause. Just cause may include but is not necessarily restricted to:

a) Conviction of a felony
b) Conviction of a misdemeanor committed while on duty
c) Conviction of a misdemeanor committed off duty which would impact upon the performance of job responsibilities
d) Offensive or abusive conduct towards the public, co-workers, or clients.
e) Two successive unsatisfactory service ratings, if filed within two years of each other.
f) Fraud of collusion in connection the business of the State and Division
g) Theft, willful neglect or misuse of any State funds, property, equipment, material, supplies or time.
h) Deliberate violation of any law, state regulation or Division rule.

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i) Absence without leave for give or more working days or failure to return to duty within five working days following authorized leave.
j) Use of and/or intoxication from alcohol or illegal drugs while on duty
k) Insubordination, including but not limited to failure to work overtime if directed to do so.
l) Engaging in any activity, which is detrimental to the best interests of the Division or of the State.
m) Conflict of interest within the meaning of C.G.S. Section 5-266 (a)-1 of the regulations of State Agencies and violations of section.

Section Three: Authority to Discipline. Upon recommendation of the Chief Public Defender, the Commission is responsible for the imposing of discipline that is regarding a suspension of longer than fifteen (15) days, demotion or discharge from State service. The Commission shall follow the established procedures stated in Chapter 887 Public Defender Services § 51-293,

Section Four: After a management decision is made to impose a suspension, demotion or dismissal, the Chief Public Defender or his/her designee will offer the employee the opportunity for a pre-disciplinary (Loudermill) conference in accordance with State Administrative Regulations § 5-240-7a which states:

a) Prior to a decision to suspend an employee, demote an employee except at the request of the employee or dismiss an employee, the appointing authority shall provide the employee with oral or written notice.
b) Said notice shall include what form of action is being considered and shall contain a concise statement explaining what evidence supports the imposition of the action that is being considered. The notice shall state a specific time and place for the meeting; that the employee will have an opportunity to present their side of the story and reasons why the employee feels that the action being considered should not be taken. The meeting will be held by the appointing authority or designee.
c) If written notice is given, it may be mailed or emailed, return receipt requested, or hand delivered to the employee at work. If the notice is mailed, the time of meeting when the employee will be given an opportunity to present their side shall be no sooner than five working days following the mailing of the notice. If the notice is hand delivered to the employee at work or given orally, the time of the meeting when the employee will be given an opportunity to present their side may be any time following receipt of such notice, including immediately following the receipt of the notice unless the complexity of the charges requires additional time. In such case, the employee may request and be granted a reasonable amount of time before being required to respond.

d) If an employee declines or fails to attend the pre-disciplinary meeting, the appointing authority may proceed with disciplinary action consistent with the notice provided under this section.

Written notice of formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or email or served in person. A copy of such notice shall be provided to the Union via email within twenty-four (24) hours of the notice to the employee, of by the close of the next business day.

Section Five: Notwithstanding the provisions of Section Four, advance notice of suspension or dismissal may be waived in cases where:

a) The Chief Public Defender or their designee determines that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the public, the welfare, health of safety of client's, employees or the protection of state property.
b) The Chief Public Defender or their designee determines that there is probable cause that the employee's continued presence on the job would severely interface with operations. Such determination shall be reviewable through the grievance and arbitration process. In these cases, a notice of discipline shall be served no later than five (5) days following the date the employee is suspended or dismissed.

Section Six: Once the investigation and pre-disciplinary meeting have been concluded, the Chief Public Defender shall make recommendations to the Commission regarding matters involving suspension over fifteen (15) days, demotion or discharge.

Section Seven: Placement if an employee on paid administrative leave shall be governed by Regulations 5-240-5a to permit investigation or to remove an employee:

(a) where it has been determined by the Chief Public Defender or designee that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the public, the welfare, health or safety of clients, the public or State employees or the protection of State property.

(b) The Chief Public Defender or their designee determines that there is probable cause that the employees continued presence on the job would severely interfere with operations.

Paid administrative leave shall not exceed fifteen (15) workdays.

Section Eight: The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums. It is

understood that the arbitrator's remedial powers include only reinstatement with back pay and restoration of all other rights.

Section Nine: If an employer has reason to reprimand or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. In turn, if an employee has an issue with their supervisor or other manager, if shall be done in a manner that will not embarrass the supervisor/manager before other employees and the public.

Section Ten: Investigative Interview. An employee who is being interviewed concerning an incident or action, which may subject him/her to disciplinary action, shall be notified of their right to have a Union steward or other representative present. However, this provision shall not unreasonably delay completion of the investigative interview. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace or discussing an employee's service rating with them.

Section Eleven: Whenever practicable, the investigation, interviewing or discipline of employees shall be scheduled in a manner intended to conform to the employees work schedule, with an intent to avoid overtime. When an employee is called to appear at any time beyond their normal work time and actually testified, they shall be deemed to be actually working. This provision shall not apply to Union Stewards or Executive Board members.

DIVISION PROPOSAL # DATE: 2/10/2022

ARTICLE 28
TRANSFERS

Section One: While the Division seeks to provide opportunities to employees, they reserve the management right to determine locations and if a candidate for a transfer opportunity is appropriate for a specific office location. The Division reserves the right to determine the job classification to be transferred. Transfers may only be initiated by the Division for operational need.

Section Two: Permanent Transfers. A permanent transfer is defined as a permanent, indefinite change in duty station.

Permanent transfers shall first be attempted on a voluntary basis. There shall be two methods of seeking volunteers; the decision on which method shall be used will be with the Chief Public Defender and shall not be subject to the grievance process.

a) Division Wide Posting of Transfer Opportunity: Every effort will be made to post transfer opportunities division wide. Once volunteers are identified, the Division will conduct interviews and determine the employee to be transferred.

   In the event that only one individual volunteer and it has been determined due to extenuating circumstances, that the individual would not be an appropriate placement for the target office, the Division will review caseloads and office staffing and determine available staffing resources. When that office has been identified, the process outlined in subsection b shall be followed. The Division will meet with the Union to explain the circumstances of the decision. This will not be subject to the grievance process.

   In the event that no volunteers come forward through the Division wide posting, the process outlined in subsection (b) shall be followed.

b) Specific Office(s) Resource Distribution: When the Chief Public Defender determines that the staffing resources between two specific offices need to be reallocated, the Division shall first seek volunteers from the office. Based on the needs in the target office, the Division may determine the job classification. If there are no volunteers in the job classification, the Division will complete an involuntary transfer with the least senior in the job classification being moved.

Section Three: If an attorney refuses to accept a permanent transfer, they may bump the least senior attorney in the selected job classification in the judicial district in which

Dave Fitzpatrick
FOR THE DIVISION
DATE 2/10/2022

FOR THE UNION

the selected employee is employed. The bumped employee shall then be subject to transfer. The employee may only grieve if there is an issue concerning the seniority calculations of those effected. This will not be subject to arbitration.

Section Four: Temporary Transfers. A temporary transfer is defined as a temporary assignment away from the regular duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in a temporary transfer status for more than one hundred twenty (120) calendar days in any calendar year unless with mutual agreement between the parties. Temporary transfers shall first be attempted on a voluntary basis. Involuntary temporary transfers shall be made in accordance with inverse seniority and in the location from which the transfer is being made.

Employees in temporary transfer status shall receive mileage in excess of what their normal commute is for their regular duty station.

Section Five: In the event of involuntary transfers, Part B and Juvenile Attorneys shall be limited to other GA and Juvenile Courts; Attorneys assigned to Delinquency Defense & Child Protection, Habeas, Innocence Project, LSU or Trial Services with no or limited Part A experience shall be limited to these specific units or GA and Juvenile Courts. Experience shall be determined by the Chief Public Defender and not be subject to the grievance process

Section Six: Those employees who have been identified as involuntary transfers shall be provided with at least two weeks' notice.

Section Seven: ***In combined JD/GA courts, when an internal opportunity is available for an attorney to be assigned Part A work a majority of the time, all attorneys assigned to that court will be able to submit their names for consideration. The Office Head and the Director of Human Resources or their designee will conduct interviews and make the selection of the attorney who will be assigned. The process does not pertain to vacancies. Selection shall not be subject to the grievance or arbitration process.***

APPENDIX

TELEWORK PROGRAM

Remote/telework is a voluntary arrangement whereby an employee is permitted to work from home on a pre-approved basis for part of their regular workweek. Remote/Telework does not change the nature of the work that the employee is expected to perform, the hours the employee is expected to be working, the employee's official duty station or the employee's obligation to comply with the laws, regulations, policies and procedures of the State and Division.

Section One: General Guidelines: Telework in not a flexible schedule plan. Members of the bargaining unit must work during the normal hours of operation which at 8:00 am to 5:30 pm. Remote work is done in whole day increments.

a) The Attorney shall choose the day(s) per week/pay period and that shall remain as their schedule during this period, barring any direction by the Court to be present in person. The day cannot be established or changed each week.
b) Attorneys shall be responsible to provide the Supervisor with a weekly update of what they are working on during their remote work time. Supervisors will be required to ensure that this information is submitted.
c) Remote workdays cannot be used for child or elder care. Employees will be required to provide documentation that child or elder care is being provided by someone other than the employee. If there are any changes in the employee's family responsibilities concerning child or elder care, they must notify Human Resources immediately
d) There will be no Telework approved for Mondays, Fridays or days prior to or after a State Holiday. If a remote workday is scheduled for a day prior to or after a holiday, the employee will be expected to work in the office that day, no other day will be provided that week.
e) If a situation presents itself that the Court or operational need requires an employee to be in the office, they are required to report to their duty station. No other remote workday will be provided that week
f) Employees must have reliable phone and internet services and provide contact information on their Telework Application.
g) Employees must notify their supervisor immediately of any situation that interferes with their ability to perform their job on their scheduled remote workday. This includes equipment malfunction, loss of power, unexpected need to care for family member etc.
h) If a situation occurs at the official duty station location that interferes with the ability of non-telecommuting employees to work at that location (power failure, weather condition etc.) while the telecommuting employee is working remotely, this employee is not excused from duty for this period of time as they would not be affected by those conditions. Example: due to weather there is an early

release, the employee who is remote working is responsible to work for the full day.

i) Telecommuting employees shall report to the official duty station when directed, based on management priorities, such as meetings, training or other work-related requirements. The employee shall not be reimbursed for mileage if they report to their official duty station

Section Two: The Division will determine if a position is appropriate for Remote/Telework. The Division shall not eliminate or reassign any duties for the sole purposes of making a position (or a specific employee) more conducive to telecommuting. The Division will consider the following but not limited to:

a) Can the work be done with minimal supervision;
b) What is the level/amount of face to face interaction required with co-workers, clients, other stakeholders;
c) Will permitting the employee to remote work impair the efficiency and productivity of the work group:
d) Is there a measurable work product;
e) What materials, documents or other data is required to complete the work;
f) The impact on the attorney client relationship.

Section Three: The Division will evaluate the employee requesting the Remote/Telework to determine if the employee demonstrates the qualities required to perform the work remotely. The Division will consider the following but not limited to:

a) Is the employee able to work productively on their own;
b) Is the employee self-motivated
c) Does the employee possess time management and organizational skills;
d) Is the employee knowledgeable of the Division and State policies and procedures;
e) Does the employee have any attendance issues;
f) Does the employee have good communication skills;
g) Is the employee successful in current position meeting goals, objectives and deadlines;
h) Will the remote work negatively impact the attorney client relationship

Section Four: Schedule. Employees in this bargaining unit are permitted to work a maximum of one (1) day per pay period remotely which the exception of Attorneys assigned to the Legal Services and CTIP who due to the nature of their work are permitted to work remotely two (2) days per week. The approved day(s) shall remain as their schedule during the approved period, barring any direction by the Court to be present in person or operational need in the respective office location.

a) If the Court or operational need requires an employee to be in the office on their scheduled remote workday, they are required to report to their duty station. No other remote work day will be provided that week.
b) The hours of work while working remotely shall match the hours that would be worked at the official duty station. Employees must adhere to their approved work schedules, including lunch and breaks. Employees are not permitted to flex time i.e. work hours outside of normal working hours (8:00 am to 5:30 pm).

Compensatory time cannot be received for work performed at the remote work location

c) Remote/Telework schedules shall be defined and preapproved for the employee. Division operational needs take precedence over the employee's personal needs.
d) Employees are not permitted to change their telework days once they have been approved.
e) Telework days are not permitted on Mondays, Fridays or the days prior to or after a holiday. Regarding the latter, if the employee is scheduled to be working remotely on one of those days, they will be required to report to their official duty station. No other remote work day will be provided that week.
f) Remote/Telework days are done in whole day increments. An employee may not leave their official duty station part way through the day to remote work for the rest of the day.
g) Remote work cannot be used in lieu of sick leave, vacation leave, personal leave, State, Federal or SEBAC leaves or any other leaves.

Section Five: Attorneys Located in the Courts: The courts have become fully operational to pre-pandemic levels. Due to this operations returning to full capacity, it is anticipated that the backlog of cases will be substantial in the majority of our court locations. It is anticipated that Attorneys as well as other staff in these locations will be required to work in the office. Supervisors will be responsible to evaluate their operational needs Supervisors will discuss their needs with the Chief Public Defender-Deputy Chief Public Defender and Director of Human Resources. If operationally feasible Attorneys in these locations will be permitted to work remotely one day per week or one day a pay period.

Attorneys Located in Parole Revocation; CTIP and LSU: Attorneys assigned to these units will be permitted to telework two days per week.

It will be the responsibility of the Supervisor to ensure that there is coverage in the office to meet the operational needs for the given location.

Section Six: Application Process. Attorneys will be required to complete a Telework Application to be submitted to their respective Supervisor, who will then submit to the Director of Human Resources for review and approval.

Applications to Telework must be analyzed based on specific job duties and approval is not guaranteed. All employees wishing to telework must qualify for participation. The employee must submit a fully completed and detailed Application and Security Addendum to their Manager. Division Human Resources will have the authority to review and approve applications for Remote/Telework. A mutually agreed upon, specific, work plan which may include daily productivity reports will be required while an employee is teleworking.

The Division has discretion to approve or deny telework requests based upon its assessment of the individual's **Application** and **Security Addendum** in accordance with these guidelines and the business needs of the Division. Seniority shall apply in resolving conflicts between competing requests to telework whenever possible. Seniority shall be defined by the specific bargaining unit agreement if only one is applicable, or as total

State service if the conflict involves employees of more than one bargaining unit. ADA accommodations are an example of agreed upon exceptions to the seniority rule.

In addition to the Application and Security Addendum, the employee must provide a copy of homeowners/renters insurance, child or elder care documentation. The related supplemental information will be maintained in an employee file separate from the employee's personnel file. Employees are responsible for providing updated information and renewals as needed due to change or on an annual basis.

Section Seven: Denied/Terminated Application: The determination of the employer to deny an application to telework, and/or terminate an existing telework agreement, shall not be subject to the grievance and/or arbitration process as set forth in this collective bargaining agreement. As employee's participation in a telecommuting arrangement may be terminated by the Division upon reasonable notice unless a performance, disciplinary, safety or information security issue arises whereby the arrangement may be terminated immediately.

Employees may appeal a denial or termination of approved telework. The Division and the Union will use a preselected facilitator to hear employee appeals. Appeal hearing shall last no longer than forty-five (45) minutes and as many as eight (8) hearings may be scheduled for one day. The employee and the Division shall each have fifteen (15) minutes to present the respective facts of the appeal. The Union and the Division will each assign a panel member with the facilitator serving as the neutral who will preside over said panel. Employees shall self-advocate and will not be afforded union or legal representation but may consult with the Union prior to the hearing. Any documents that either party wishes to submit, shall be submitted at the hearing with 4 copies being presented. In cases of initial denials, the employee bears the burden of proof. In cases of early termination, the Division bears the burden of proof. Appeal hearings shall be scheduled on a quarterly basis.

The facilitator shall decide on one of two potential issues. Shall telework be approved or shall telework be terminated. The non-prevailing party (Union or Branch) shall be responsible for the costs of the facilitator's fee for the respective hearing.

The facilitator may make a bench decision on the matter, or take up to three calendar days to make the decision. No briefs from either party are admissible, and no reasoned (written) opinion is required by the facilitator. The facilitator has the final decision and their decision is not subject to appeal in other forums.

The approval of one Remote/Telework request shall not create any rights or expectations that the Division will approve a subsequent request from the same employee or a request from a different employee in the same job classification

Section Eight: <u>Performance & Response:</u> The employee who is remote working is responsible for maintaining availability, appropriate levels of production and quality of work while telecommuting. The telecommuting arrangement can be terminated immediately if performance issues arise with the employee, or the arrangement causes a decrease in the productivity and efficiency of the work group as a whole.

Employees when working remotely are expected to respond to their supervisors, co-workers or others involved in the performance of their work within 1-2 hours during the established work hours of the Division.

Section Nine: **Accrued Time:** Remote work cannot be used in lieu of sick leave, vacation leave, personal leave, State, Federal or SEBAC leaves or any other leaves. Employees who are working remotely remain subject to the same rules of using sick, vacation or personal leave. If the employee is unable to work for any portion of their scheduled remote workday, they are required to notify their supervisor and use the appropriate accrual.

Section Ten: Nothing in this agreement precludes the Division from taking any appropriate disciplinary action with an employee who fails to comply with the provisions mentioned herein or with the policies of the Division. Non-compliance may also result in the immediate cancellation of the telecommuting arrangement. Cancellation of the telecommuting arrangements is not subject to the grievance or arbitration process.

Section Eleven: Standards of Conduct. While Remote/Teleworking, the employee is bound by all State, Division and Judicial Branch policies, practices and regulations as if they were working at their official duty station. This includes all rules of professional conduct, including confidentiality and attorney client privilege.

Section Twelve: Compensation and Benefits. A Remote/Telework agreement is not a basis for changing the employee's salary of benefits. The employee's salary, work hours and benefits will remain subject to the rules governing the collective bargaining agreements or existing State statutes and regulations.

In no event shall an employee be eligible for any additional compensation as a result of the Remote/Telework agreement. This agreement does not change the employee's official duty station, the employee's official duty station remains at the work location assigned prior to the Remote/Telework agreement.

Section Thirteen: Work Performance. The employee is responsible for maintaining availability, appropriate levels of production and quality of while working remotely.

The employee's supervisor/manager shall establish methods and standards for measuring the work performance, including productivity and efficiency, of the employee and other employees in their work group which may include sign in/out and daily work report requirements. If performance issues arise, or if the Remote/Telework agreement causes a decrease in the productivity and/or efficiency of the work group as a whole, the Remote/Telework agreement can be terminated immediately by the supervisor/manager. Such termination shall not be subject to the grievance and arbitration process or denial process.

Employees who are working remotely are expected to respond to their supervisors or, co-workers or other during normal work hours within 1-2 hours.

Inability to Work at Telework Location: The employee must notify their supervisor immediately of any situations that interfere with their ability to perform their job. This includes equipment malfunction; loss of power or internet at remote work location;

unexpected need to care for child/family member etc. If the employee who is working remotely is unable to work that day or any portion of their remote work day, the employee will be required to contact their supervisor and use the applicable personal, vacation, sick other accrued leave for the hours not worked, subject to the Division rules and procedures regarding leave or report to their official duty station.

Employees with Remote/Telework agreements are subject to the same rules as non-remote working employees for using sick, vacation, personal and other leaves.

Any change(s) to the scheduled Remote/Telework day must be preapproved in writing by the Division. If the change is intended to be ongoing, then the new arrangement must be memorialized.

Once approved for a Remote/Telework agreement, the employee shall code such time as REGTC.

Section Fourteen: Duration. Remote/Telework is strictly voluntary and may end without cause, by either the employee or the Division. An employee's participation in a Remote/Telework arrangement may be terminated by the Division upon reasonable notice unless a performance, disciplinary, safety or information security issue arises whereby the arrangement may be terminated immediately. All requests to end the Remote/Telework arrangement must be made to the Director of Human Resources. The Director will review the termination within five (5) working days. Disputes regarding whether a termination of the agreement was warranted will follow the appeal process in this Article but will not be subject to arbitration.

If the employee is transferred, promoted or otherwise moved into a different job classification requiring a working test period or assumes duties inconsistent with remote work, the Remote/Telework agreement must be terminated effective the date of the job change.

Remote/Telework agreements are not permanent. The agreements will be subject to review and re-approval at intervals no greater than nine (9) months. If an employee and their supervisor want to continue the agreement, the original agreement may be renewed with the review and approval of the Director of Human Resources.

Section Fifteen: Remote/Telework Location. The employee is responsible for maintaining a designated workspace in safe, healthy, professional and secure manner, which is configured to protect and maintain attorney client privilege and confidentiality. The workspace must have the necessary environment and furnishings (for example a private work space, desk, chair and telephone), to enable the employee to accomplish their assigned duties

The employee must have reliable phone and internet services in place at the remote work location in order to be available and to conduct their assigned duties. The employee is required to provide the Division with the phone numbers where they can be reached on remote work days. The employee is not authorized to perform work at any site other than the approved Remote/Telework location unless approval is given by their supervisor. An example of this would be an Attorney doing a jail visit on a remote work day.

Employees must notify their supervisor immediately of any situation that interferes

with their ability to perform their job on their scheduled remote work day. This includes equipment malfunction, loss of power, unexpected need to care for family member etc.

The Division retains the right to make visits to the Remote/Telework location during normal business hours. With notice, the Division may make on-site visits to the designated workspace for the purposes of verifying that employee is teleworking as scheduled, determining that the site is safe and free from hazards, and maintaining, repairing, inspecting or retrieving Division-owned equipment, software, data, or supplies. The Division will make inspections only during Employee's scheduled telework hours. An example of notice would include but not be limited to leaving a message on the employee's designated phone number or sending an email.

Section Sixteen: Official Duty Station If a situation occurs at the official duty station location that interferes with the ability of non-telecommuting employees to work at that location (power failure, weather condition etc.) while the telecommuting employee is working remotely, this employee is not excused from duty for this period of time as they would not be affected by those conditions. Example: due to weather there is an early release, the employee who is remote working is responsible to work for the full day.

Section Seventeen: Availability to Report to Official Duty Station. The employee shall report to the official duty station when directed based on management priorities such as meetings; court appearances; training or other related work requirements. Business meetings, meeting with clients or other stakeholders or regularly scheduled meetings with co-workers shall not be held at the remote work location unless they can be accomplished through a teleconference process.

The employee shall not be reimbursed for mileage if they report to the official duty station but will remain eligible for reimbursement for travel to other locations in accordance with the applicable collective bargaining agreements and/or State travel Regulations.

Section Eighteen: Family Responsibilities. Remote/Telework shall not be used to provide child/family care. The employee shall make arrangements to have dependent children or elders cared for by other individuals during the scheduled remote work hours. The employee will be responsible for providing proof/documentation that these arrangements are in place.

If there are any changes in the employee's family responsibilities or child/elder care arrangements, the employee must immediately notify the Division Human Resources and provide updated proof of child/elder care arrangements.

Section Nineteen: Outside/Dual Employment: Remote/Telework shall not be used to support an employee's ability to obtain outside/dual employment. All applications for

Remote/Telework shall be reviewed to determine if an employee's outside/dual employment or outside income is such that telework will enable, or create the appearance of enabling the employee to co-mingle State and non-State work during the established work hours.

For those employees requesting outside/dual employment for teaching, additional information will be required indicating time of classes, times that are required for office hours and other meetings. Employees are prohibited from conducting any of these activities during the remote work day unless using accruals.

Conducting any activities related to outside/dual employment may result in disciplinary action up to and including dismissal.

Section Twenty: Equipment & Supplies State and federal laws and policies regarding computer security and encryption, confidentiality of data, and software licensing, as well as the technical requirements of the state's networks, databases and firewalls must be fulfilled to perform all computer-based work from home. Employees will be required to use their state-assigned laptop/desktop. All peripherals (e.g., thumb drives) connected to state equipment must be compliant and purchased through the Division's IT organization. Personal equipment is not permitted to perform remote work for the Division. The employee may use their personal equipment only when accessing their State email or accessing CORE CT.

The Division is under no obligation to purchase equipment beyond existing appropriations to enable an employee to work remotely. All Division equipment remains the property of the Division and must be returned at the conclusion of the employee's employment. The employee must obtain authorization before bringing the Division equipment to the remote work location. The purchase and installation of software licenses shall be coordinated with the Division IT unit and must comply with the Division/Judicial/State acceptable use and procurement guidelines.

Division owned equipment shall only be used for Division business. Personal use of this equipment is prohibited, even during non-working hours.

Section Twenty One: Freedom of Information. Remote work performed on Division issued laptops/desktops and cell phones are subject to the Freedom of Information Act (FOIA). Requests for information are the same as if the employee was working at their assigned work location.

Section Twenty Twon: Division Responsibility. The Division assumes no responsibility for any operating costs associated with the employee using their personal residence as a remote work location, including home maintenance, insurance, utilities, telephone or internet service. The employee must have sufficient ISP access at their location. There is no expectation of reimbursement for this service. Similarly, out of pocket expenses for supplies normally available through the Division will not be eligible for reimbursement.

Employee who remote work are not eligible for any contractual home office or other monetary stipend other than those to which they would have been entitled in the absence of telework.

Section Twenty Three: Security of Equipment and Materials. Employees are responsible for the physical security of Division equipment, supplies and information in their possession while working remotely. The employee will be liable for any loss or damage to Division equipment or supplies due to the employee's negligence or misconduct.

Employees should make every effort to scan files and/or use electronic documents. The removal of hard copies of files from offices should be avoided unless absolutely necessary. If removal of hard copy is required, the employee shall provide office head or their designee notification in writing of the names of the files being removed.

Documents and other materials that the employee transports from their official work station to the remote work location are their responsibility and must be kept confidential and secure. The employee must protect records from unauthorized disclosure or damage and must comply with all State, Judicial and Division policies and procedures regarding such matters, including but not limited to the following:

a) State of Connecticut Acceptable Use of State Systems Policy
b) Policy on Security for Mobile Computing and Storage Devices
c) Telecommunications Equipment Policy
d) Division and Judicial Network Security Policy and Procedures
e) Connecticut Practice Book

Remote work creates the need for additional diligence and security on remote work location security practices. Employees are responsible for appropriate security measures on networks used for performing remote work. Breaches of information security while teleworking, whether it be by accident or design, or failure to notify the supervisor and IT of a potential breach of security, may be grounds to immediately terminate the telework agreement and may be cause for disciplinary action in accordance with Division policies and collective bargaining agreement.

Employee's remote working and using Division issued software must adhere to the respective licensing agreements, including prohibition against unauthorized duplication. Specifically, the installation, use and removal of software must only occur with permission and guidance from the IT department and must comply with all license agreements and State, Division and Judicial policies.

Section Twenty Four Liability for Injuries: The Division will continue to provide workers' compensation coverage to the teleworking employee as governed by Connecticut General Statutes provided the alternate work location has been approved in the telework agreement.

An injury must arise strictly out of and within the course of employment in order to be considered as a workers' compensation liability, wherein all standard workers' compensation regulations will apply. Accidents at the employee's home to persons who are not on duty Division employees are the responsibility of the employee. An employee must contact their supervisor as soon as the injury occurs, whether covered by workers' compensation or not.

The authority for determining if an injury "arises out of or within the course of employment" falls within the jurisdiction of the Workers' Compensation Commission.

Section Twenty Five: Nothing in this appendix concerning telework precludes the Division from taking any appropriate disciplinary action against an employee who fails to comply with the provisions included herein. Non-compliance may also result in the immediate cancellation of the Telework Agreement. Cancellation due to violations of the provisions related to telework is not subject to the grievance or arbitration process.

Section Twenty Six: Miscellaneous: It is the remote working employee's responsibility to ensure compliance with any local zoning ordinances related to working at home or maintaining a home office.

The tax implication of telework are entirely the responsibility of the employee.

Diane Fitzpatrick Digitally signed by Diane Fitzpatrick
DN: cn=Diane Fitzpatrick, o=DPDS, ou=Dir. HR, email=Diane.Fitzpatrick@jud.ct.gov, c=US
Date: 2022.03.16 15:10:49 -04'00'

FOR THE DIVISION DATE

FOR THE UNION DATE
3/16/2022

APPENDIX C
SUPERSEDENCE

To the extent applicable and necessary, certain provision of the Agreement supersede pre-existing statutes as follows:

ARTICLE	STATUTE
Article 19 Compensation. The setting of compensation for Deputy Asst. Public Defender; Asst. Public Defender, Senior Asst. Public Defender and Supervisory Asst. Public Defender. Removes parody with States Attorney	Chapter 887 § 51-293 (h)
Article 22 Dismissal, Suspension, Demotion Or Other Discipline **Article 23 Grievance Procedure.** Provides for Representation.	C.G.S. Section 5-271 (a).

STATE OF CONNECTICUT DIVISION OF PUBLIC DEFENDER SERVICES
AND
AFSCME LOCAL 381 PUBLIC DEFENDER ATTORNEYS & PUBLIC DEFENDER SUPERVISING ATTORNEYS

COST SHEET FOR COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2021 TO JUNE 30, 2025 * (Wage Reopener)

		FY 21/22	FY 22/23	FY 23/24	TOTAL
COST ABOVE PAYROLL					
Fiscal Year 2021-2022					
(1) SEBAC One-Time Special Payment		505,000			505,000.00
(2) 2.5% GWI Effective 7/1/21		616,033			616,033.37
(3) Annual Increment Effective 7/1/21		785,051			785,051.00
(4) Longevity Increase		17,871			17,871.00
TOTAL		**1,923,955**			**1,923,955.37**
Fiscal Year 2022-2023					
(1) SEBAC One-Time Special Payment			202,000		202,000.00
(2) 2.5% GWI Effective 7/1/22			593,828		593,828.00
(3) Annual Increment Effective 7/1/22			826,587		826,587.00
(4) Longevity Increase			64,217		64,217.00
TOTAL			**1,686,632**		**1,686,632**
Fiscal Year 2023-2024					
(1) 2.5% GWI Effective 7/1/23				679,623.00	679,623.00
(2) Annual Increment Effective 7/1/23				856,740.00	856,740.00
(3) Longevity Increase				56,356.0	56,356.00
TOTAL				**1,592,719**	**1,592,719**
TOTAL CONTRACT ITEMS		**1,923,955**	**1,686,632**	**1,592,719**	**5,203,306**
FRINGE ANALYSIS					
Social Security	6.20%	119,285	104,571	98,749	
Medicare	1.45%	27,897	24,456	23,094	
Unemployment	0.26%	5,002	4,385	4,141	
SERS	63.41%	1,219,980	1,069,493	1,009,943	
	71.32%	**1,372,165**	**1,202,906**	**1,135,927**	**3,710,998.10**
TOTAL COST OF CONTRACT		**3,296,120.34**	**2,889,537.94**	**2,728,646.19**	**8,914,304.47**

CSCU *Connecticut State Colleges & Universities*

Benjamin Barnes
Chief Financial Officer
bbarnes@commnet.edu

March 28, 2022

Jeffrey Beckham
Acting Secretary
Office of Policy Management
450 Capital Avenue
Hartford, CT 06106

Dear Acting Secretary Beckham:

Enclosed please find (20) copies of the tentative labor agreement reached between the Board of Regents for Higher Education and the **State University Organization of Administrative Faculty-SUOAF** bargaining unit for which it serves as the employer for the period of 2021 to 2025.

State Universities

- Local 2836 of Council 4, AFSCME

For your information, a consolidated cost analysis sheet and supersedence table are enclosed.

The bargaining agreements were reviewed and approved by the Board of Regents for Higher Education on March 24, 2022.

Best regards,

Benjamin Barnes
Chief Fiscal Officer

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Tentative Agreement
Dated: 03/01/2022

Bargaining Unit	SUOAF - Union 22
Period of Contract:	July 1, 2021 Through June 30, 2024

Number of Full Time Employees	931
Number of Part Time Employees	8
Total Annual Wages (26 pay periods) All Funds:	$ 84,066,928
Total Value of Fringe Benefits	

	Annualized Basis (26 Pay Periods Year 1 and Year 3; 27 Pay Periods Year 2)				
		Percent Increase			
Average Full Time All Funds:	Salary	Gen'l Wage Increase	Al's	Lump Sums	Total
Prior to New Contract:	84,066,928				
1st Year Contract: 2021-2022	90,181,139	2.50%	2.00%	3.17%	7.67%
2nd Year Contract: 2022-2023	96,181,246	2.50%	2.00%	1.21%	5.71%
3rd Year Contract: 2023-2024	95,934,330	2.50%	2.00%	0.00%	4.50%

FULL TIME COMPENSATION SUMMARY

All Funds	Prior To Agreement	1st Year 2021-2022	2nd Year 2022-2023	3rd Year 2023-2024
Total Wages and Related Items	84,066,928	6,114,212	5,018,752	4,131,143
Fringe Benefits				
Value of Current Items		4,506,174	3,698,821	3,044,653
Arbitrated Improvements				
Total Wages and Benefits	84,066,928	10,620,386	8,717,573	7,175,796

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Contract
Dated: 03/01/2022

		All Funds Requirement- 26 pay periods FY22 and FY24, 27 pay periods FY23		
		2021-2022	2022-2023	2023-2024
Fiscal Year 2021-2022				
(1)	2.5% GWI Effective 7/1/2021	2,101,673		
(2)	2% AI Effective 7/1/2021	1,681,339		
(3)	Lump Sum Pay $2500	2,331,200		
	SUBTOTAL AGREEMENT ITEMS -1st YEAR	$ 6,114,212	-	-
Fiscal Year 2022-2023				
(1)	2.5% GWI Effective 7/1/2022		2,329,274	
(2)	2% AI Effective 7/1/2022		1,756,999	
(3)	Lump Sum Pay $1000		932,480	
	SUBTOTAL AGREEMENT ITEMS - 2nd YEAR		$ 5,018,752	-
Fiscal Year 2023-2024				
(1)	2.5% GWI Effective 7/1/2023			2,298,405
(2)	2% AI Effective 7/1/2023			1,832,738
	SUBTOTAL AGREEMENT ITEMS· 3rd YEAR			$ 4,131,143
	TOTAL CONTRACT ITEMS - ALL FUNDS	$ 6,114,212	$ 5,018,752	$ 4,131,143
	FRINGE ANALYSIS			
	Social Security 6. 2%	6.20% 379,081	311,163	256,131
	Medicare 1.45%	1.45% 88,656	72,772	59,902
	Unemployment 0.12%	0.15% 9,171	7,528	6,197
	SERS Regular Retirement	65.90% 4,029,266	3,307,358	2,722,424
	TOTAL FRINGE	73.7% $ 4,506,174	$ 3,698,821	$ 3,044,653
	TOTAL COST OF CONTRACT-ALL FUNDS	$ 10,620,386	$ 8,717,573	$ 7,175,796

March 28, 2022
SUPERSEDENCES

State University Organization of Administrative Faculty
Collective Bargaining Agreement
July 1, 2021 — June 30, 2025

As negotiated between the Board of Regents for Higher Education and the State University Organization of Administrative Faculty, Local 2836 of Council 4, AFSCME, AFL-CIO, pursuant to §§ 5–270 through 5–280 and 10a–87 of the Connecticut General Statutes.

Contract Reference	**Provision**	**State Statute or Regulation Superseded**
Article 16.7	*Provides terms and conditions for telecommuting.*	*CGS § 5-248i*
Article 16.8	*Provides for flexible work schedules within the two-week pay period*	*CGS §§ 5-238, 5-245*
Article 19.5	*Provides withholding of salary increase based upon unsatisfactory performance*	*CGS §§31-70, 31-71e*
Articles 22.6	*Provides for funds from which Board may allot monies for professional development and merit. Roll over of funds.*	*CGS-§§ 4a-64, 10a-151a, 10a-151b, 10a-151c, 4-85, 4-86(d), 4-87, 4-89, 10a-8*
Article 24.2.3	*Increases leave in the event of death of immediate family member from 3 days to 5 days*	*State Agency Reg. § 5-247-4*
Article 24.2.10	*Allows new members eligibility for participation in sick bank January 1st following date of hire*	*CGS §§ 5-247, 31-70, 31-71e; State Agency Regs. 5-247-5, 5-247-6*
Article 24.3.1	*Replaces Columbus Day with the Day before Thanksgiving*	*CGS §§ 1-4, 5-254*

Contract Reference	Provision	State Statute/ Regulation Superseded
Article 29.3 Section C.	*Provisions consistent with SEBAC Framework (economic) providing payment and increases to former members who were not employed at the time of ratification*	*CGS § 5-278*
Article 29.3 Section J.	*Provides method for recovery of overpayments.*	*CGS § 31-72e*
Appendix E	*Provides process for establishing and implementing a class and compensation study*	*CGS § 5-200a*

TENTATIVE AGREEMENT

BETWEEN

STATE UNIVERSITY ORGANIZATION OF ADMINISTRATIVE FACULTY

AND

BOARD OF REGENTS FOR HIGHER EDUCATION

Cover Page

Board of Regents for ~~Higher Education~~ Connecticut State College and University System

Global Update

Global proposal that anywhere in the agreement where faculty appears it should be updated to administrative faculty and anywhere that his appears it should be updated to his/her and he should be updated to he/she.

Article 3.2 – Non-Discrimination

The President/Chancellor shall bring into being a Minority Recruitment and Mentoring Committee under the direction of the Affirmative Action Officer. The committee shall **include the Chapter President or his/her designee** and have a minimum of two minority bargaining unit members **which are to be appointed by the Chapter President of the respective University.** The Committee shall be charged with the responsibility for identifying and recommending qualified minority candidates to search committees after the promotional process in Article 10 has been followed. Travel and associated costs for this effort approved by the Affirmative Action Officer may be charged to the University's budget.

The Minority Recruitment and Mentoring Committee shall ensure that mentoring arrangements are available for newly appointed minority employees. The mentors shall be charged with responsibility for enhancing the professional development of minority employees. ~~during the first 1-6 years of employment and/or during the first 3 years in a new position or reassignment.~~ Costs of this effort, which may not include any salary payment for the mentor(s) or related personnel, may be charged to the support fund described below.

Article 6 – Dues, Deduction, Agency Shop Fee, and Membership Check-Off

Upon receipt of an employee's signed authorization to deduct membership dues, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is

notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

~~The parties acknowledge that, in accordance with CGS 5-270 to 5-280 each employee in the bargaining unit, whether or not a member of SUOAF-AFSCME, shall as a condition of continued employment tender to the Union an amount equal to the regular dues, fees and assessments authorized and collected from its membership.~~

To implement this provision, the Board shall deduct from each salary payment payable to a bargaining unit member who has provided such authorization a sum equal to one twenty-sixth (1/26th) of the annual charges for dues ~~(for members of SUOAF-AFSCME), service fees (for non-members), initiation fees and assessments (if any)~~, and remit such monies to the Union within fourteen (14) calendar days after the Comptroller has forwarded said amount to the Universities.

~~Both parties to this Agreement recognize that a percentage dues structure may be applied so that the amount withheld varies with changes in base salary.~~

Article 12.3 – Administrative Faculty Appointments

Various educational and experiential qualifications are listed in the official job description for each position. When Management establishes or modifies a bargaining unit position, it shall list on the official job description required qualifications. The parties shall continue to strive for agreement in the development of job description contents. These qualifications are not designed to bar appointment of persons who have demonstrated unusual ability and promise. In such cases, the President/Chancellor or designee may waive listed qualifications.

Article 14.3 – Renewal and Non-Renewal of Term-Appointed Administrative Faculty Members

Personal delivery of written notices of non-renewal or delivery via return receipt email, along with a copy sent to the Chapter President, ~~certified mailing of the same to the administrative faculty member's last recorded residence~~ shall constitute effective notification. Comments on an evaluation form do not constitute appropriate written notice under this Article.

Article 14.5 – Renewal and Non-Renewal of Term-Appointed Administrative Faculty Members

Failure to renew a term appointment is grievable to Step 2 of the grievance procedure only. ~~and may be carried further by mutual agreement only.~~

Article 15.2a – Continuing Appointment Eligibility

~~Within thirty (30) days of the commencement of a member's employment, the member must elect a continuing appointment track or a two (2) year renewable term track. A member must have the~~

~~opportunity to consult with a union representative prior to making this election. A member will have an additional thirty (30) day opportunity to make a new election with union representation if they change jobs during their career. A member who fails to make a timely election shall default to a continuing appointment. Members who elect two (2) year renewable terms will receive notice in the case of non-renewal as follows: (a) thirty (30) days if non-renewal occurs during the initial appointment; and ninety (90) days if non-renewal occurs during any subsequent appointment.~~

Article 15.4 – Continuing Appointment

Denial of a continuing appointment is grievable to Step 2 of the grievance procedure only. ~~and may be carried forward by mutual agreement only.~~

Article 15.8 – Continuing Appointment

~~An administrative faculty member who was granted tenure prior to June 13, 1975, or who elected to be considered for tenure under the 1971 Personnel Policies, pursuant to the 1975 Personnel Policies, will continue to hold tenure.~~

Article 16.4 – Teaching Assignment

~~Outside of normal job responsibilities, when a member is assigned by Management to teach in an academic department, his administrative workload shall be adjusted according to the following ratio: the number of credit hours taught per week divided by the length of the semester in weeks. Instructional activities shall be coordinated with the department and/or division members involved.~~

Article 16.5 – Special Projects

When the President/Chancellor or his designee determines there is a need to assign a bargaining unit member to a special project and that compensatory time arrangements are not possible, the terms and conditions of such assignment shall be reduced to writing and approved by the University Chief Human Resources Officer and the Local SUOAF- AFSCME President or designee. ~~Implementation of special project arrangements require the approval of the Associate Vice Chancellor for Human Resources and Labor Relations or designee.~~

Article 16.7 - Telecommuting

16.7.1 The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.

The employee must have adequate internet ~~and telephone access~~ at the employee's expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, i.e. one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

Article 16.7.2 - Approval

A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting. ~~A telecommuting agreement shall be for a period not to exceed three months.~~

The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting and allow week-to-week flexibility to meet changing needs. **Requests shall not be unreasonably denied.**

~~**Article 16.7.3 Renewal**~~

~~Upon its expiration, a telecommuting agreement may be renewed for a period not to exceed three (3) months in accordance with the approval process set forth herein.~~

Article ~~16.7.4~~ 16.7.3 Occasional Remote Work

The parties recognize that situations arise that necessitate response by members who are off site or during off hours but do not require the member to return to the worksite to respond. In the event that a member responds to such a situation, the member should respond appropriately according to university procedures and act first to protect the health and safety of students. As soon as practicable, the member should notify the immediate supervisor of the work done from the remote location and the number of hours worked, providing incident reports, e-mails or other documentation of the hours claimed. The hours may then be documented on the member's timesheet as time worked. The parties recognize that if a member as a part of their job responsibilities is required to work remotely that they may document said hours on their timesheet. Nothing herein is intended to relieve an employee from the duty to immediately notify the first supervisor outside of the bargaining unit of the existence of situations referenced herein.

~~16.7.5~~ 16.7.4 Grievance and Arbitration Procedure

The provisions of this section shall not be subject to the grievance and arbitration procedure.

Article 16.8 – Flexible Work Schedule

Management recognizes the benefit and the necessity of allowing flexible scheduling for SUOAF members whose job responsibilities require or may allow them to deviate from a standard seven (7) hour work day, Friday through Thursday.

Eligible members may be asked or request to work a flexible schedule. If a department head requests that an employee work a flexible schedule, a request must be sent to the member, in writing, prior to the start of the pay period in which the hours would be flexed. Employees who request to work a flexible schedule must make a written request and receive their department head's written approval before flexing their schedule.

16.8.1 Upon written approval to work a flex schedule, the member may work 70 hours over a biweekly pay period. The following guidelines shall apply:

(1) 70 hours must be worked over a pay period: Friday through the second Thursday of the pay period;

(2) Timesheets must reflect the actual number of hours worked on each day and the actual number of hours of accrued leave used, if any;

(3) If working a flex time schedule during a pay period that includes a holiday, members must work or use accrued leave for the remaining hours, totaling 70 inclusive of the holiday(s), for the pay period;

(4) Generally speaking, members may not work more than ten (10) hours per day;

(5) It may be necessary or permissible to work on a Saturday or a Sunday, or on holidays, due to the particular demands of a position;

(6) A four-day work week is permissible with the approval of the supervisor;

(7) If a member must request accrued leave or PL time during a pay period in which they are working a flex schedule, accrued leave must be charged for the exact number of hours the member is scheduled to work on that day;

(8) Members shall not be eligible to accrue or use Compensatory Time during a pay period in which a flex schedule is worked;

(9) Flexible schedules are considered non-permanent.

16.8.2 Exceptions to (1) to (8) above may be made in unusual circumstances due to workload demands. All exceptions shall be committed to writing.

16.8.3 Should a situation arise that necessitates immediate response by a member, causing the member to extend their normal workday, the member may flex that accrued time in the same pay period without receiving prior written approval.

16.8.4 Any denial of a request for a flex schedule shall be accompanied by a reason for the denial. Any request for a flexible schedule shall not be unreasonably denied.

16.8.5 SUOAF members that have been deemed non-exempt under the Federal Fair Labor Standards Act (FSLA) are not eligible for flexible scheduling.

Article 19 – Administrative Faculty Evaluation

19.3.1 – Prior to issuing an evaluation to a bargaining unit member, ~~the member and his line supervisor shall discuss matters pertaining to it.~~ **Management shall review the completed signed evaluation and have an opportunity to add comment prior to the member's review. Following this, Management will sign the evaluation and return it to the immediate supervisor, who will then discuss matters pertaining to it with the member.**

In completing evaluations, supervisors may consult with other individuals regarding a member's performance.

Article 19.3.2

The evaluation shall be in writing and the complete document shall be reviewed and discussed by the employee and his supervisor prior to signature by the employee. ~~and before it leaves the department or area.~~ **Upon completion of review and acknowledgement, a final copy of the evaluation shall be remitted to the member and forwarded to the Human Resources department for placement in the employee's personnel file.**

~~Article 19.3.4~~

~~The signed copies of the evaluation shall be sent to the University Dean or Vice President responsible for the area. Where the Dean or Vice President is the faculty member's supervisor, this step shall be eliminated.~~

~~Article 19.3.5~~

~~The Dean or Vice President shall also sign the document(s) indicating his review. He shall then forward the evaluation to the President/Chancellor or designee for review and placement in the personnel file. Upon completion of review and acknowledgment, a final copy of the evaluation shall be remitted to the member.~~

Article 19.3.~~6~~4

Within ten (10) work days of the receipt of a supervisory evaluation pursuant to 19.3.**32**, a member may provide a written comment regarding its contents. Such written comment shall be forwarded in ~~triplicate~~ **duplicate** to the supervisor~~, the Dean or Vice President, and the President/Chancellor.~~ **and the appropriate Management Official.** The employee's comments shall be placed in the member's personnel file, appended to the evaluation.

Article 19.3.~~7~~5

Union officials shall have access to an evaluation when such is the subject of a grievance. In grievances concerning evaluations, the grievance officer may not substitute his judgment for that of the evaluator in applying the relevant evaluation standards, unless the grievance officer determines that the evaluation is unfair, unreasonable, and/or contrary to fact.

Article 19.4 – Schedule

The following time schedule for evaluation shall apply. All administrative faculty members ~~without a continuing appointment~~ shall be evaluated each year on or before ~~December~~ March 1 ~~and on or before June 1~~. Such evaluations will not be submitted until a member has completed at least three (3) months of service. When appropriate, evaluations of term appointed members shall include a recommendation on renewal or continuing appointment.

~~Members on continuing appointment shall be evaluated biennially on or before June 1, unless the most recent evaluation was unsatisfactory, in which case the member shall be evaluated annually.~~

Article 19.5 – Schedule

Unsatisfactory evaluations are grievable to arbitration. A copy of any unsatisfactory evaluation will be provided to the Union. Annual ratings of unsatisfactory result in no pay increase for the incumbent. Any member who receives an unsatisfactory evaluation will be provided reasons for said evaluation and will be placed on a performance improvement plan to be monitored monthly with their supervisor.

Article 20.3 – Discipline

Prior to imposing any disciplinary action, the appropriate Management official shall meet with the member who shall be given the opportunity to be accompanied by a Union representative. The member shall acknowledge in writing that he has been given the opportunity to be accompanied by the Union representative. If the individual refuses to make such written acknowledgment, Management shall notify the Union representative prior to the meeting. ~~At this meeting, written~~ Written charges shall be presented to the employee at least five (5) days before this meeting.

If the matter is not disposed of by mutual agreement at the meeting and the appropriate Management Official decides to impose discipline, he shall send a written statement of the charges and the disciplinary action to the member and the Union simultaneously.

Article 21.1.3 – Grievance Procedure

All hearings shall be and remain confidential unless an open session is requested by ~~the grievant~~ mutual agreement of the parties.

Article 21.4.4.1 – Grievance Procedure

All arbitration proceedings shall be private, with only parties in interest allowed to attend unless ~~the~~ both parties ~~grievant~~ agrees otherwise.

Article 22.6 - Professional Development Funds

In addition to funds budgeted normally for such purposes, the sum of $25,000 shall be available ~~annually~~ **for the first two (2) years of the contract (7/1/21 & 7/1/22)** for the purpose of funding professional development activities for members of the bargaining unit. The Board shall have full and final authority to allocate and authorize expenditure of this sum under the authority of the Chief Human Resources Officer on each university and the Chancellor, or designee, in the System Office. No one individual shall receive more than **$1,500** in a contract year. Expenses of members required to travel on University business shall not be charged to this fund. Funds appropriated in one fiscal year and not expended shall carry over into the next fiscal year **and these funds will carryover until the balance is depleted. These funds shall be utilized after the depletion of the pool of money cited in the second (2nd) paragraph of this article.** Decisions concerning allocation and expenditure of said funds shall not be grievable.

A pool of money, which shall be 0.27 percent (0.27%) of the aggregate, biweekly base salary of the bargaining unit as of the last Thursday of the pay period which precedes that in which July 1 falls, shall be set aside for professional development. These funds will expire at the end of each fiscal year.

If these funds are depleted to $0 at any University/System Office, then an individual at that University/System Office may submit a request for professional development funds to the appropriate SUOAF committee at another University/System Office that has available professional development funds at that time.

Article 24.2.3 – Sick Leave

Earned sick leave is granted to administrative faculty members for the following reasons: (1) incapacitation for duty; (2) dental or medical examinations or treatments for which arrangements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family (immediate family means husband, wife, father, mother, sister, brother, child, or any other relative who is domiciled in the member's household) when as much as ~~three (3)~~ **five (5)** working days' leave with pay shall be granted; (5) if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the employee, when up to five (5) working days with pay in a calendar year shall be granted; (6) as much as three (3) working days' leave per calendar year shall be granted to fulfill the obligations of traveling to, attending, and returning from funerals of persons other than members of the immediate family.

Article 24.2.10 – Sick Leave Bank

A sick leave bank is established for use by bargaining unit members who have exhausted their accumulated sick leave and who have catastrophic and/or extended illness. The bank shall be established by a mandatory contribution of four (4) days of accumulated sick leave from each member and maintained at a minimum of four days per member after the first year of institution. **New members shall be eligible for the sick leave bank and all member's initial contribution will be made on January 1st following their date of hire.** Additional contributions shall be made

as necessary. Upon retirement, a member's contributions of sick days made to the bank less any days taken from the bank shall be returned to his accumulated credit for the purpose of computing compensation for unused sick leave. Such days shall not be returned if an individual has accrued 240 sick days.

Article 24.3 - Holidays

24.3.1 Administrative faculty members shall be granted time off with pay for the following holidays if these holidays fall within their work year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday (Observed Friday preceding Washington's Birthday)	~~Columbus Day~~ **Day Before Thanksgiving**
Washington's Birthday	Thanksgiving Day and following Friday
Day of Prayer	Christmas Day
Memorial Day	

Article 25.1 – Family and Medical Leave

~~In addition to any other paid benefits or leaves, upon written request, a member shall be granted:~~

~~A. Family Leave: A maximum of twenty-four (24) weeks of family leave of absence within any two (2) year period upon the birth or adoption of a child of that member, or upon the serious illness of a child, spouse or parent of the member.~~
~~B. Medical Leave: A maximum of twenty-four (24) weeks of medical leave of absence within any two (2) year period upon the serious illness of such employee.~~

~~Any member who requests a medical leave of absence due to the member's serious illness or a family leave of absence due to the serious illness of a child, spouse or parent, shall be required prior to the start of the leave, except in emergency circumstances, to provide written certification from the attending physician of the nature of the illness and its probable duration.~~
~~For the purpose of this section, "serious illness" means an illness, injury, impairment, or physical or mental condition that involves: (1) in-patient care in a hospital, hospice or residential care facility; or (2) continuing treatment or continuing supervision by a health care provider.~~

~~A member requesting a family leave of absence must submit, prior to the leave, except in emergency circumstances, a signed statement of the employee's intent to return to his/her position.~~

~~The State shall pay for the continuation of health insurance benefits for the member during any leave of absence taken pursuant to this section. In order to continue any other health insurance coverages during the leave, the member shall contribute that portion of the premium he would have been required to contribute had he remained an active employee during the leave period.~~

All eligible members, upon written request, shall be granted Family and Medical Leave, including Maternity and Adoption leave, as prescribed under the Federal and State Family Medical Leave Acts, Pregnancy Act, Connecticut General Statutes 5-248a; Americans with Disabilities Act, Connecticut Fair Employment Practices Act and any other Federal and/or State family and/or medical leave acts as enacted.

Article 28 — Retrenchment

Insofar as possible the process of natural attrition shall be used to reduce the administrative faculty workforce. When a reduction in staff is contemplated, the following procedure shall be followed.

28.1 Declaration of Financial ~~or Programatic Exigency~~ Crisis

In the event the Board determines that a bona fide financial **crisis** ~~and/or programmatic exigency~~ exists which requires the termination of bargaining unit members prior to the end of a term appointment or those on continuing appointment, the Board shall notify the Union and negotiate with SUOAF-AFSCME the impact of any such ~~exigency~~ **crisis** upon the bargaining unit to the full extent required by law. The negotiation process shall be completed within sixty (60) calendar days. During this period and in the event ~~an institution~~ **University** is closed or merges with another **University, or has a major reduction in academic programs**, serious consideration will be given to the possible relocation of members on continuing appointment. After sixty (60) calendar days have elapsed and if no agreement has been reached, the Board may implement its last proposal.

28.1a For purposes of this Article, a "bona fide financial crisis" shall be defined as an existing or imminent major financial crisis which would threaten survival of the Connecticut State University as defined in Article 1.2. Under no circumstances shall financial crisis be declared prior to 7/1/2023.

28.1b For purposes of this Article, "survival" of the Connecticut State University is expressly defined as the availability of adequate funds to enable the System substantially to fulfill its mission as approved by the Board. A declaration of financial crisis and subsequent reductions must be consistent with and limited to the goal of preserving the Connecticut State University's ability to substantially fulfill its mission. Only the Board, or CSCU President with express approval from the Board, can declare a bona fide financial crisis.

28.1.1 During the above negotiations, consideration shall be given to ensure compliance with State and Federal non–discrimination and affirmative action laws and regulations.

28.1.2 The deadline for negotiations may be extended by mutual agreement.

28.2 Before any administrative faculty members are retrenched, ~~implementation of the alternate procedures below must have been explored in detail with SUOAF-AFSCME and actively pursued as possible remedies by the Board of Regents:~~ **the parties shall make every reasonable effort to avoid and mitigate retrenchment by implementing at a minimum the following measures:**

- elimination of part–time ~~members~~ **administrative workers, within the impacted area who are performing non-management duties, regularly assigned fewer than 20 hours per week;**
- **encouraged use of Voluntary Schedule Reduction;**
- **confirmation that the system as a whole, including the System Office, has an adjusted Unrestricted Net Position (UNP), as determined by the CSCU Controller based on audited UNP excluding the impact of unfunded pension and OPEB liability, according to normal practice that is less than two (2) months of operating (2/12 of most recently enacted budget for expenditures, or audited expenditures).**
- reduction of equipment and other expense costs;
- reassignment to another function or department consistent with Article 10.5;
- ~~special sabbatical leave;~~
- retraining;
- ~~early retirement with early retirement incentives.~~

Before any administrative faculty members are retrenched, the parties shall make every reasonable effort to avoid and mitigate retrenchment by actively pursuing as possible remedies by the Board of Regents:

- **special sabbatic leave;**
- **early retirement with early retirement incentives**

Any retrenchment must be based on seniority. Members without continuing appointment shall be retrenched before members with continuing appointment. Members with temporary appointments shall be retrenched before members with term appointments. In no case shall an administrative faculty member be laid off if major responsibilities within his or her job description are outsourced or assigned outside the bargaining unit.

28.3 Within ten (10) calendar days, the President/Chancellor shall give notice by certified mail to members whose positions, as described in Article 10.1, are to be retrenched. Copies of all notifications shall be sent to the SUOAF-AFSCME Chapter and Local Presidents.

28.4 A ~~university~~ "bump–back" mechanism shall be established as follows. A member may bump another member of the bargaining unit **who is least senior and** (1) ~~has less seniority and~~ holds **a comparable job description** ~~the same title~~; (2) **holds a job description in the next lower rank of a comparable job series** ~~who is directly subordinate and less senior to the member bumping~~; (3) whose position was previously held by the bumping member. ~~provided that such member has more seniority~~. In addition, ~~any member at or below the rank of Administrator IV~~ **a member** may bump **the least senior member** ~~others~~ in the same or lesser rank whose job he is qualified to fill based on currently established qualifications in the official job description.

28.4a For purposes of this Article, a "comparable job description" is a job description with the same rank, and for which the primary responsibilities and requisite skills and experience are substantially the same.

28.4b For purposes of this Article, a job description in the next lower rank of a "comparable job series" is a job description for which the primary responsibilities and

requisite skills are substantially similar, but at a reduced level of responsibility, experience, and/or scope.

28.4.1 For the purpose of this Agreement, seniority is defined according to Article 1.8.

28.4.2 The salary of a member reduced in rank as a result of the bump-back mechanism shall ~~be the maximum of the new rank or his current salary, whichever is lower.~~ remain based on original rank, same as if bump back had never occurred.

28.4.3 In no case shall an administrative faculty member be laid off for the purpose of creating a vacancy for a person outside of the bargaining unit. If a bargaining unit member was transferred from the teaching faculty and holds tenure therein, he retains the right to return to the teaching faculty or to follow the bumping procedure, at his own option.

28.5 Members should be informed of layoff as soon as practicable. Not less than ten (10) months notice of layoff shall be given.

~~**28.6** For a period of thirty-six (36) months following retrenchment, an administrative faculty member who is not otherwise employed at the State Universities shall be notified of available positions or vacancies should such opportunities for re-employment arise. Any offer for re-employment must be accepted within thirty (30) days after acknowledged receipt of the offer or forty-five (45) days after dispatch by registered or certified mail to the member's last recorded address, whichever shall occur sooner. In the event such offer for re-employment is not accepted, the administrative faculty member shall receive no further consideration. It is the administrative faculty member's responsibility to keep the University informed of changes in address and/or qualifications.~~

28.6 For a period of thirty-six months (36) months following retrenchment, no position eliminated under this article shall be re-established and filled in the same department or similar program in another department on either a full-time or FTE part-time basis until at least three (3) years have elapsed, unless the person who was separated and is qualified as determined by the job qualifications after consultation with the department has been offered reappointment and has not accepted it. Offers of reappointment shall be in inverse order of separation and shall be sent by registered mail, return receipt requested, to the address last filed with the President. Failure to accept an offer within thirty (30) days of the time it was mailed by the University shall be taken to mean that the offer is rejected, and the President shall be free to offer the position to another person.

28.7 - Reappointment of a Retrenched Administrative Faculty Member

28.7.1 The President/Chancellor, upon rehiring members laid off from the University, shall do so in inverse order of layoff. He shall rehire any such member provided that the recall method used in rehiring is the inverse of the bumping mechanism established in Section 28.4. Under no circumstances shall the employer hire new employees while bargaining unit members on the recall list qualified to perform the duties of vacant positions are ready, willing, and able to be re-employed.

28.7.2 A retrenched member who is reappointed shall carry with him full credit for prior years of service. In addition, all other benefits which have accrued shall adhere to the member.

28.7.3 A member recalled shall receive his former rate of pay in addition to any wage increases which were applied to his position and/or rank during the period he was on layoff status. If a member is recalled to a position of lower rank, his salary shall be the maximum of the new rank or his previous salary, whichever is lower.

28.8 This Article is grievable to arbitration on procedural grounds only.

~~29.3 Provisions consistent with the SEBAC Framework (economic):~~

~~A. There shall be no increase in salary, including merit and top step bonus (lump sum payment), for the year 2016-17.~~

~~B. There shall be no increase in salary, including merit and top step bonus (lump sum payment) for the year 2017-18.~~

~~C. The salary schedule for 2016-17 and 2017-18 shall be frozen and is as follows:~~

~~Admin. Rank~~	~~MINIMUM~~		~~MAXIMUM~~	
	~~Biweekly~~	~~Annual~~	~~Biweekly~~	~~Annual~~
~~I~~	~~$1,311.56~~	~~$34,232~~	~~$2,425.76~~	~~$63,312~~
~~II~~	~~$1,661.31~~	~~$43,360~~	~~$2,873.29~~	~~$74,993~~
~~III~~	~~$2,011.09~~	~~$52,489~~	~~$3,320.87~~	~~$86,675~~
~~IV~~	~~$2,360.79~~	~~$61,617~~	~~$3,768.39~~	~~$98,355~~
~~V~~	~~$2,710.55~~	~~$70,745~~	~~$4,215.97~~	~~$110,037~~
~~VI~~	~~$3,060.31~~	~~$79,874~~	~~$4,663.52~~	~~$121,718~~
~~VII~~	~~$3,410.06~~	~~$89,003~~	~~$5,111.07~~	~~$133,399~~

~~D. In 2018-19, a one-time payment of $2,000 shall be paid in July 2018. All pensionable. This one-time payment amount shall be pro-rated for part-time unit employees.~~

~~E. The salary schedule for 2019-20 shall be 5.5% higher for minimum and maximum salaries than the salary schedule noted in paragraph C. above and is as follows:~~

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	~~$1,383.70~~	~~$36,115~~	~~$2,559.18~~	~~$66,795~~
II	~~$1,752.68~~	~~$45,745~~	~~$3,031.32~~	~~$79,118~~
III	~~$2,121.70~~	~~$55,377~~	~~$3,503.52~~	~~$91,442~~
IV	~~$2,490.63~~	~~$65,006~~	~~$3,975.65~~	~~$103,765~~
V	~~$2,859.63~~	~~$74,637~~	~~$4,447.85~~	~~$116,089~~
VI	~~$3,228.63~~	~~$84,268~~	~~$4,920.01~~	~~$128,413~~
VII	~~$3,597.61~~	~~$93,898~~	~~$5,392.18~~	~~$140,736~~

~~F. The salary schedule for 2020-21 shall be 5.5% higher for minimum and maximum salaries than the salary schedule noted in paragraph E. above and is as follows:~~

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	$1,459.80	$38,101	$2,699.93	$70,469
II	$1,849.08	$48,261	$3,198.04	$83,469
III	$2,238.39	$58,422	$3,696.21	$96,471
IV	$2,627.61	$68,581	$4,194.31	$109,472
V	$3,016.91	$78,742	$4,692.48	$122,474
VI	$3,406.20	$88,902	$5,190.61	$135,475
VII	$3,795.48	$99,063	$5,688.75	$148,477

G. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 5.5 percent (5.5%) increase in salary for FY20 effective the pay period beginning June 21, 2019 and a 5.5 percent (5.5%) increase in salary for FY21 effective the pay period beginning June 19, 2020.

H. Furlough days - During fiscal year 2018 (7/1/17-6/30/18), the amount of compensation equivalent to the three (3) days shall be spread over the period of time remaining after the ratification of the Agreement and June 30, 2018. The days will be taken at the choice of the employee subject to the approval of management.

I. Between the date of the SEBAC 2017 Agreement and June 30, 2021, there will be no loss of employment, including loss of employment due to programmatic changes, subject to the procedures used in SEBAC 2011. The parties may discuss voluntary alternatives if reorganization. Effective July 1, 2017, layoffs covered by current notices will not be implemented.

J. Continuation of language to prevent privatization leading to layoffs.

K. Allow use of sick time to pay for family FMLA, and allow more intermittent leave, provided change is made so that additional unpaid leave is not tacked on end of FMLA leave.

L. The parties agree to mutually select an expert in the field of classification and compensation to conduct an assessment of the classification and compensation program contained in this agreement. Such assessment shall be for the purpose of ascertaining the utility and effectiveness of the existing program and offering suggestions for improvements in both substance and process in an effort to implement best practices. Any revisions to the classification and compensation program shall require mutual agreement with a target implementation date of July 1, 2018. Half of the cost of the expert will be deducted from the professional development money that was formerly allocated for merit with a lifetime maximum of twenty thousand dollars ($20,000). Normal processes will continue until an alternate agreed upon process has come into effect.

M. A pool of money, which shall be 0.27 percent (0.27%) of the aggregate, biweekly base salary of the bargaining unit as of the last Thursday of the pay period which precedes that in which July 1 falls, shall be set aside for professional development.

N. Commencing on July 1, 2017, the pool of money formerly applied to merit increases will be applied to professional development under Article 22.6. This pool of money will be in addition to the professional development funds that currently exist and will expire at the end of each fiscal year.

O. Overpayments or other unauthorized payments may be involuntarily recovered by payroll deduction at a rate not to exceed the rate the overpayment was made, provided: (1) the member has not agreed to a reasonable repayment schedule; (2) there is no outstanding grievance on the matter; and (3) thatsuch recovery rate shall not exceed five percent (5%) of the member's gross

~~biweekly salary.~~

Article 29.3 - Provisions Consistent with the SEBAC Framework (economic):

A. The salary schedule for contract year 2021 - 2022 shall be as follows:

Administrative Rank	Minimum - Biweekly	Minimum - Annual	Maximum - Biweekly	Maximum - Annual
I	$1,525.50	$39,815	$2,821.43	$73,639
II	$1,932.29	$50,432	$3,341.96	$87,225
III	$2,339.12	$61,051	$3,862.54	$100,812
IV	$2,745.86	$71,666	$4,383.06	$114,397
V	$3,152.68	$82,284	$4,903.65	$127,985
VI	$3,559.48	$92,902	$5,424.19	$141,571
VII	$3,966.28	$103,519	$5,944.75	$155,157

B. All members will receive a one-time special lump sum payment of $2,500, which will be payable as soon as practicable upon General Assembly approval. The effective date and retro date is 3/31/22. This payment will be pro-rated for part-time members.

C. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 4.5 percent (4.5%) increase in salary for FY22 effective for the pay period including 7/1/21. Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21, will be eligible for the retroactive payment through their date of departure.

D. The salary schedule for contract year 2022 -2023 shall be as follows:

Administrative Rank	Minimum - Biweekly	Minimum - Annual	Maximum - Biweekly	Maximum - Annual
I	$1,594.15	$41,607	$2,948.40	$76,953
II	$2,019.25	$52,702	$3,492.35	$91,150
III	$2,444.39	$63,798	$4,036.36	$105,348
IV	$2,869.43	$74,892	$4,580.30	$119,545
V	$3,294.56	$85,988	$5,124.32	$133,744
VI	$3,719.66	$97,083	$5,668.28	$147,942
VII	$4,144.77	$108,178	$6,212.27	$162,140

E. All members will receive a one-time special lump sum payment of $1,000 effective 7/14/22. This payment will be pro-rated for part-time members.

F. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 4.5 percent (4.5%)

increase in salary for FY23 effective for the pay period including 7/1/22.

G. The salary schedule for contract year 2023 - 2024 shall be as follows:

Administrative Rank	Minimum - Biweekly	Minimum - Annual	Maximum - Biweekly	Maximum - Annual
I	$1,665.89	$43,479	$3,081.08	$80,416
II	$2,110.12	$55,074	$3,649.51	$95,252
III	$2,554.39	$66,669	$4,218.00	$110,089
IV	$2,998.56	$78,262	$4,786.42	$124,925
V	$3,442.82	$89,857	$5,354.92	$139,763
VI	$3,887.05	$101,452	$5,923.36	$154,599
VII	$4,331.29	$113,046	$6,491.83	$169,436

H. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 4.5 percent (4.5%) increase in salary for FY24 effective for the pay period including 7/1/23.

I. There will be a reopener on wages only during the fourth and final year of the agreement (7/1/24 – 6/30/25).

J. Overpayments or other unauthorized payments may be involuntarily recovered by payroll deduction at a rate not to exceed the rate the overpayment was made, provided: (1) the member has not agreed to a reasonable repayment schedule; (2) there is no outstanding grievance on the matter; and (3) that such recovery rate shall not exceed five percent (5%) of the member's gross biweekly salary.

Article 30.7 – Accounting of Benefits

Each member of the bargaining unit shall be provided, upon request, before August 1 with a confidential written accounting as of June 30 of that year giving his current status on the following items:

- amount of cumulative annual vacation and sick leave;
- current salary;
- years of credit toward longevity payment;
- years of eligibility for next sabbatic leave;
- termination date for members on term contracts;
- years of credit applicable toward continuing appointment.

Each member of the bargaining unit shall be notified no later than November 15 of the extent to which vacation accruals exceed the maximum permitted.

Article 31 – Resignation

An administrative faculty member may resign at any time, provided that three (3) weeks written notice is given for members below the rank of VI. For members holding an administrative rank VI or higher, six (6) weeks written notice is required. Failure to give such notice will result in forfeiture of two (2) weeks' pay **unless explicitly waived by the University President**.

Article 38 – Duration of Agreement

This agreement shall be effective as of the 1st day of July ~~2016~~ **2021**, and shall remain in full force and effect up to and including the 30th day of June ~~2021~~ **2025**.

Remaining Contract Proposals

All proposals by both parties that have not been settled via this signed Tentative Agreement (TA) are considered withdrawn.

This agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.

For Board of Regents	3/1/2022 **Date**
For SUOAF-AFSCME, Local 2836 **Local President**	03/01/2022 **Date**
For SUOAF-AFSCME, Local 2836 **Council 4 Staff Representative**	03/01/2022 **Date**

Attachment A

- GWI/Step and Special Lump Sum Pattern --

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum $2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time – (retro to step date)
7/1/22-6/30/23	$1,000 Special Lump Sum effective approx. July 14th ***	7/1/22 2.5% GWI	Steps on Time
7/1/23-6/30/24		7/1/23 2.5% GWI	Steps on Time
7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

**. Includes top step payments where applicable

***. Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
  - All Proposals to be withdrawn on both sides

DK
2/7/2022

dsl
2/7/2022

- Local Table
  - The parties have scheduled dates through February 16th to finalize individual contract negotiations. To the extent there are outstanding issues as of February 19th, they will be addressed at "speed dating" to be mutually scheduled on the 19th, 20th, and/or 21st of February, with the intent of resolving all the local agreements no later than the 21st. Any local table that has more than two issues still unresolved* as of February 19th, will – unless the chief negotiators for that table agree otherwise – begin speed dating on February 19th. The parties will bargain until the issues are resolved, or until two or fewer issues remain. In the latter event, the parties will speed date again on February 21st. The Coalition and State will confer prior to the beginning of speed-dating to assure that the process is fully conducive to producing complete and thoughtful resolution of the issues raised. Again, both parties agree that the intent is to resolve as many local issues as possible prior to "speed dating." However, the parties' mutually agree that they will not declare impasse on any unresolved local table issues until they have also been fully raised through the "speed dating" process.
    - * An issue which the parties mutually agreed is best left for later resolution shall not count towards the two issue threshold.
  - Flexibility to solve local problems, including financial ones
  - Withdrawal of proposals that parties believe are insurmountable

- SEBAC Issues
  - Prudent Rx
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Policy Issues -the parties agree to meet and discuss outside of the local table (not an acknowledgement of a mandatory subject of bargaining and will not be used as evidence of such)
  - Refill of vacancies
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Racial Justice
  - The parties will meet and discuss policies to promote racial justice. These discussions shall not be deemed collective bargaining nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining

DK 2/7/2022

del 2/7/2022

CSCU Connecticut State Colleges & Universities

Benjamin Barnes
Chief Financial Officer
bbarnes@commnet.edu

March 28, 2022

Jeffrey Beckham
Acting Secretary
Office of Policy Management
450 Capital Avenue
Hartford, CT 06106

Dear Acting Secretary Beckham:

Enclosed please find (20) copies of the tentative labor agreement reached between the Board of Regents for Higher Education and the **Connecticut State University – American Association of University Professors** bargaining unit for which it serves as the employer for the period of 2021 to 2025.

State Universities

- CSU-AAUP

For your information, a consolidated cost analysis sheet and supersedence table are enclosed.

The bargaining agreements were reviewed and approved by the Board of Regents for Higher Education on March 24, 2022.

Best regards,

Benjamin Barnes
Chief Fiscal Officer

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Tentative Agreement
Dated: 03/10/2022

Bargaining Unit	AAUP - Union 21
Period of Contract:	July 1, 2021 Through June 30, 2024

Number of Full Time Employees	1,330
Number of Part Time Employees	1,880
Total Annual Wages (26 pay periods) All Funds:	$ 170,657,772
Total Value of Fringe Benefits	

	Annualized Basis (26 Pay Periods Year 1 and Year 3; 27 Pay Periods Year 2)			
		Percent Increase		
Average Full Time All Funds:	Salary	Gen'l Wage + Step Increase	Lump Sums	Total
Prior to New Contract:	170,657,772			
1st Year Contract: 2021-2022	182,805,587	4.50%	2.66%	7.16%
2nd Year Contract: 2022-2023	192,899,983	4.50%	1.00%	5.50%
3rd Year Contract: 2023-2024	194,655,611	4.50%	0.00%	4.50%

FULL TIME COMPENSATION SUMMARY

		1st Year	2nd Year	3rd Year
All Funds	Prior To Agreement	2021-2022	2022-2023	2023-2024
Total Wages and Related Items	170,657,772	12,147,815	14,594,396	8,310,364
Fringe Benefits				
Value of Current Items		8,952,940	10,756,070	6,124,738
Arbitrated Improvements				
Total Wages and Benefits	170,657,772	21,100,755	25,350,467	14,435,102

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Contract
Dated: 03/10/2022

			All Funds Requirement- 26 pay periods FY22 and FY24, 27 pay periods FY23		
			2021-2022	2022-2023	2023-2024
Fiscal Year 2021-2022					
(1)	4.5% GWI and Step Increase Effective 7/1/2021		7,647,815		
(3)	Lump Sum Pay $2500		4,500,000		
	SUBTOTAL AGREEMENT ITEMS -1st YEAR		$ 12,147,815	-	-
Fiscal Year 2022-2023					
(1)	4.5% GWI and Step Increase Effective 7/1/2022			12,794,396	
(3)	Lump Sum Pay $1000			1,800,000	
	SUBTOTAL AGREEMENT ITEMS - 2nd YEAR			$ 14,594,396	-
Fiscal Year 2023-2024					
(1)	4.5% GWI and Step Increase Effective 7/1/2023				8,310,364
	SUBTOTAL AGREEMENT ITEMS- 3rd YEAR				$ 8,310,364
	TOTAL CONTRACT ITEMS - ALL FUNDS		$ 12,147,815	$ 14,594,396	$ 8,310,364
	FRINGE ANALYSIS				
	Social Security 6. 2%	6.20%	753,165	904,853	515,243
	Medicare 1.45%	1.45%	176,143	211,619	120,500
	Unemployment 0.12%	0.15%	18,222	21,892	12,466
	SERS Regular Retirement	65.90%	8,005,410	9,617,707	5,476,530
	TOTAL FRINGE	73.7%	$ 8,952,940	$ 10,756,070	$ 6,124,738
	TOTAL COST OF CONTRACT-ALL FUNDS		$ 21,100,755	$ 25,350,467	$ 14,435,102

March 28, 2022
SUPERSEDENCES

Connecticut State University - American Association of University Professors Collective Bargaining Agreement
August 26, 2021 - August 26, 2025

As negotiated between the Board of Regents for Connecticut State Colleges and University System and the Connecticut State University American Association of University Professors (CSU--AAUP), Inc., pursuant to Secs. 5-270 through 5-280 and 10a-87 through 10a-101 of the Connecticut General Statutes.

Contract Reference	**Provision**	**State Statute or Regulation Superseded**
Article 4.14.2.10	*Provides certain limitations on access to personnel files but excludes disciplinary matters or alleged misconduct*	*CGS §§ 1-206(b)(l), 1-210, 1-211, 1-212,* ***1-213,*** *l-214(b)*
Article 13.2	*Specifically allows 12-month counsellors eligibility to accrue 15 sick days annually*	*CGS § 5-247(a) and State Agency Regulations §§ 5-247-2 and 5-247-5*
Article 13.3.1	*Allows access to sick bank for period of disability resulting from a pregnancy or childbirth*	*CGS § 5-247 and State Agency Regulations § § 5-247-5 and 5-247-6*

TENTATIVE AGREEMENT

BETWEEN

CONNECTICUT STATE UNIVERSITY AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

AND

BOARD OF REGENTS FOR CONNECTICUT STATE COLLEGES AND UNIVERSITY SYSTEM

Cover Page

Collective Bargaining Agreement

between
Connecticut State University
American Association of University Professors

And

Board of ~~Trustees~~ **Regents for**

Connecticut State Colleges and University System ~~University System~~

Global proposal that anywhere in the agreement where Board of Trustees appears it should be updated to Board of Regents for Connecticut State Colleges and Universities (CSCU).

1.6.1 Full-time Teaching Members or Full-time Teaching Faculty
Those employees of Connecticut State University who are employed for a semester and who earn more than **8.75** ~~eight (8)~~ load credits and whose function consists primarily of (but shall not be limited to) teaching, research or other scholarly activity.

1.6.2 Part-time Teaching Members or Part-time Teaching Faculty
Those employees of Connecticut State University who are employed for at least six (6) days in a semester and who earn **no more than 8.75** ~~eight (8) or fewer~~ load credits and whose function consists primarily of (but shall not be limited to) teaching, research or other scholarly activity.

1.6.7 Full-time Coaches and Non-instructional Athletic Trainers
Those employees of Connecticut State University who are employed for a four (4) month period of time and who earn more than **8.75** ~~eight (8)~~ load credits during said four (4) months and whose function consists primarily of service as coaches or non-instructional athletic trainers.

1.6.8 Part-time Coaches and Non-instructional Athletic Trainers
Those employees of Connecticut State University who are employed for at least six (6) days in a four month period of time and who earn **no more than 8.75** ~~eight (8) or fewer~~ load credits in a four (4) month period, or an additional two (2) load credits per month not to exceed twelve (12) load credits in a six (6) month period, and whose function consists primarily of service as coaches or non-instructional athletic trainers .

1.10 Notice
Wherever this agreement requires notice or notification, except in Article 16 (see Article 16.3.4), such requirement shall be met by serving notice on or before the date specified by ~~certified,~~ return receipt ~~request~~ **required email delivery. When receipt is not received within 5 business days, notice will be served with a certified return receipt request mail or hand delivery.**

Article 3

~~Discrimination, Affirmative Action, and Sexual Harassment~~ **Diversity, Equity, and Inclusion**

3.3
Allegations of violations of Article 3.1 shall be processed exclusively through the **Discrimination/**Affirmative Action/~~Non-discrimination~~ **Sexual Misconduct** Complaint Procedures and are not covered by Article 15 (Grievance Procedure) of this Agreement.

4.2.3.4
At any point in its deliberations, the committee may decide to seek the advice of an expert. If the committee is deadlocked, it shall call upon an expert, who shall advise the Committee, and/or cast the deciding vote if the deadlock cannot be resolved by the Committee members. If an expert is needed, the Committee shall **select from four (4) names provided by the BOR or their designee and four names provided by AAUP** ~~call upon the co-conveners to select one of the following experts:~~

~~William Berlinghoff Julius Getman~~
~~Walter Metzger John Moon~~
~~Carol SimpsonStern Victor Stone~~
~~Judith J. Thomson Kerry Grant~~

The selection method shall be as follows: The two co-conveners shall alternately strike one name from the list of experts, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event the expert selected by this process is not available within thirty (30) calendar days, the expert who was stricken last shall be sought. Any costs incurred by the Committee pursuant to resolving an academic freedom allegation shall be divided equally between CSU-AAUP and the Board except when the complainant chooses self-representation. In such a case, costs shall be divided equally between complainant and the Board.

~~4.4.1~~
~~Prior service on special appointment at one of the universities shall be applied to the probationary period at that university.~~

~~4.4.2~~ **4.4.1**
Up to three years' full-time service in ~~other~~ **any** accredited colleges and universities may be applied toward the probationary period by written agreement of the concerned parties at the time of the member's initial appointment, or not later than the end of the first semester of a member's probationary service. Such credit for prior service shall not affect notice requirements under Article 4.9.

~~4.4.3~~ **4.4.2** *(renumber)*

~~4.4.4~~ **4.4.3**
When a tenured member leaves the bargaining unit for any other non-management position within the University, conditions of return, if any, shall require consultation with the department and written agreement of member, CSU-AAUP and the ~~Board~~ **CSCU President or designee**. Any resulting agreement shall prevail over the provisions of any future CSU-AAUP Agreement.

Tenured members of the bargaining unit appointed to administrative positions (Deans or above) shall retain tenure rights.

4.4.4
Faculty in tenure-track appointments may submit a request to extend the probationary period in writing to the appropriate dean or director. In no instance will the stoppage of the tenure clock exceed more than 12 months in any single application, up to a maximum of 24 months total during a faculty member's probationary period. Decisions regarding requests to stop the tenure clock will not be subject to the grievance procedure. This process will not include instances covered by 13.2.3.

4.8.2 Special Appointments
Special appointments shall be for one (1) of four (4) purposes: (a) to bring to the university personnel with unusual knowledge, artistry or exceptional merit, (b) to replace a full-time member on leave, (c) emergency appointment prior to a successful affirmative action search, or (d) appointment to a temporary grant- or contract-funded position. A special appointment carries no expectation of renewal beyond the term specified but may be renewed or repeated provided that the total duration of the appointment shall not exceed **three (3)** ~~two (2)~~ of any ~~six (6)~~ **seven (7)** years at a university in cases (a), (b) or (c). **An Affirmative Action search for a tenure track position will be completed in three (3) years for special appointments in case (c). Special appointment recruitment shall include a consideration of credentials, experience, and teaching merit of current part-time members within the department.** When a special appointment is renewed, service shall be deemed continuous. The letter of appointment shall specify the purpose for which the appointment is made and shall include the phrase, "this is a special appointment pursuant to the current collective bargaining agreement."

At the department's option, members on special appointments may be evaluated following the schedule for 1st or 2nd year renewals, as is appropriate, up to and including Step "F" (except that the evaluations shall not include renewal recommendations).

4.13 Special Assessment
The intent of a special assessment is to identify problems regarding a member's performance of duties and, if necessary, to develop a plan to address these problems.

When the appropriate Dean or Vice President has reasonable grounds to believe there is a problem regarding a member's performance of duties, the Dean shall meet with the member, and any other appropriate individuals, in an attempt to clarify and, if necessary, rectify the situation. If, following such meeting(s), the Dean or Vice President determines that a special assessment is called for, the Dean shall meet and confer with the appropriate chairperson in the design of an appropriate evaluation, which may or may not involve the DEC, and shall inform the affected member in writing of the particulars of the scheduled evaluation. **The evaluation shall be conducted within six (6) weeks during the current semester unless final exams conclude sooner, in which case the evaluation shall be conducted within the first six weeks of the very next semester. Within 2 weeks of the conclusion of the evaluation,** ~~T~~the evaluator(s) shall submit a written report of the results of the evaluation, including any recommended actions, to the Dean, the Chairperson and the affected member; such report shall be placed in the member's personnel file.

Should the evaluation report identify matters requiring remedial action, the evaluators, in consultation with the affected member, shall develop a specific plan with a schedule of compliance, which shall be implemented. The evaluators shall provide a written copy of the plan to be implemented to the affected member, the Dean or Vice President, and the member's personnel file. If the member fails to cooperate, **or is unable to execute his/her professional responsibilities as provided in the evaluators' plan within one academic year,** the matter may be remanded to the process of Article 16. In the event that the member in question is the Spokesperson or the department Chairperson, that role in the process shall be filled by the Chairperson of the DEC. Records of a special assessment and related documents shall be removed from the personnel file following the affected member's next formal evaluation, unless the Dean, in consultation with the DEC, determines otherwise.

4.14.2.10
The entire contents of personnel files shall be considered private **except with respect to documents concerning disciplinary matters or alleged misconduct** and may not be opened to any outside scrutiny except when ordered by a court of law. **Nothing herein shall impact the obligation to disclose information pertaining to disciplinary matters or alleged misconduct pursuant to the Freedom of Information Act.** When a file is requested by an outside party for any reason, the affected member shall be promptly notified and provided with a copy of the request and reason therefore.

4.15 Endowed Chairs
An endowed chair position is established by **a** specific Board of ~~Trustees'~~ **Regents** resolution. It carries with it special responsibilities to enhance the reputation and prestige of the department in which it is established and the university as a whole, as well as significantly contribute to the

academic quality of the university. **Endowed chairs may be appointed as either full-time or part-time status for a period of time approved by the BOR, and renewed at the discretion of the University.** As such, the endowed chair's position at the university shall be differentiated in compensation and eligibility for tenure. The base salary of an endowed chair may be set up to a maximum of 1.15 times the maximum salary for the rank in which the chair is appointed.

5.3.2 Assistant Professor, Assistant Librarian, Assistant Counselor

(A) **For assistant professor and assistant librarian, A**~~A~~n earned doctorate or a terminal degree appropriate to the field from an accredited college or university, or

(B) At least three (3) years of full-time service in a college or university at a rank of Instructor or above, plus

1. A master's degree, plus
2. An additional full year of study above the master's level.

(C) For counseling faculty, an earned master's degree or higher from an accredited university and a professional license in the field shall be equivalent to a terminal degree.

5.3.3 Associate Professor, Associate Librarian, Associate Counselor

An earned doctorate or a terminal degree appropriate to the field from an accredited college or university plus at least five (5) years of full-time service in a college or university in a rank of Assistant Professor or above. **For counseling faculty, an earned master's degree or higher from an accredited university and a professional license in the field shall be equivalent to a terminal degree.**

5.3.4 Professor, Librarian, Counselor

An earned doctorate or a terminal degree appropriate to the field from an accredited college or university plus at least eight (8) years of full-time service in a college or university including at least five (5) years at a rank of Associate Professor or above. **For counseling faculty, an earned master's degree or higher from an accredited university and a professional license in the field shall be equivalent to a terminal degree.**

Article 5.7 Emeritus Status

Emeritus designation shall be bestowed upon a retiring member of the full-time faculty **or part-time faculty in Groups C & F in Article 12.8 Table** upon recommendation of the department, **appropriate Dean, Provost,** and approval by the President. Emeriti shall be afforded at least the following privileges: desk space if available, university ~~computer~~ email account, library privileges, catalog listing, a printed certificate, professional use of the title, invitations to university functions, course privileges **(full-time emeriti only)** available pursuant to Article 13.13, faculty parking privileges and inclusion on the mailing lists for all university publications.

5.17.2
Class size limits shall be determined on ~~sound~~ **peer reviewed research and** educational **best practice** principles by the appropriate academic Dean in consultation with the department or interdisciplinary program. Under normal circumstances the department shall have primary responsibility for individual teaching assignments within the department. In establishing the departmental assignments for members who teach in interdisciplinary programs, the department chairperson shall consult with appropriate members in the interdisciplinary program. The academic department or interdisciplinary program may establish and administer policies on grading and admissions to and academic standings in its programs, providing such policies are consistent with university-wide policies established by the Senate and approved by the President.

5.19
When departments are divided or merged, **by the University Administration,** full-time members may be assigned to the new organizational units by the President **or designee** following consultation with all affected parties. In all other cases, a full-time member may be transferred from one **academic** department to another only upon agreement of the member and administration pursuant to Article 5.5. (See also 4.5, 5.4).

5.23 Department Chairperson
The department Chairperson is responsible for leading the department in fulfilling its responsibilities in academic and personnel areas and of facilitating the functioning of the department. This responsibility includes supervision of **appropriately assigned** department ~~clerical~~ employees. The department Chairperson is the normal channel of communications between the department and other departments, division/areas or like groupings, offices and the administration.

~~**6.2.1**~~
~~Because loss of coaching staff causes an extraordinary impact on a University as a whole, full-time members with tenure or on tenure track who were hired to coach intercollegiate athletic teams and were responsible for such coaching on or after August 20, 1982, up through December 31, 1993, shall continue to be responsible for such coaching unless expressly relieved from such duties by the President.~~

~~6.2.2~~ **6.2.1** *(renumber)*

~~**6.2.4**~~
~~Faculty load credits for members covered by this Article shall be negotiated by the President or designee and the CSU AAUP President or designee.~~

Article 6
TABLE 2
EVALUATION PROCESS DUE DATES FOR ATHLETIC COACHES

Due Date*	~~Due Date**~~	Due Date***	Action
~~October 25~~ **September 15**	~~March 25~~	~~April 24~~ **March 1**	DEC notifies members who must be evaluated.
~~November 1~~ **September 20**	~~April 1~~	~~May 1~~ **March 15**	DEC informs the members in writing of the evaluation process and the purpose of the evaluation, the opportunity to submit material to the DEC, and the opportunity to appear personally before the DEC prior to the DEC's recommendation.
~~November 15~~ **October 20**	~~April 15~~	~~May 15~~ **March 30**	Coach submits relevant materials to the DEC.
~~November 29~~ **November 15**	~~April 29~~	~~May 29~~ **April 15**	DEC submits evaluations and appropriate recommendations to the Athletic Director with a copy to the affected member.
December 6	~~May 6~~	~~June 5~~ **May 1**	Athletic Director submits recommendations to the President or Supervising Vice President as appropriate with a copy to the member and DEC.
December 20	~~May 20~~	~~June 19~~ **May 30**	President or Supervising Vice President as appropriate takes required action and informs the member.

The first submission of materials for new coaches will occur after the first season.

~~*For regular seasons concluding by December 31st~~
~~**For regular seasons concluding by March 31st~~
~~***For regular seasons concluding by June 30th~~
***For regular seasons concluding by March 31st or by June 30th**
****For regular seasons concluding by December 31st**

7.1
Load credit activities of counseling faculty shall include counseling in all areas ~~essential~~ **pertaining** to ~~the~~ student ~~and academic community~~ **mental health and psychosocial wellbeing**: consultation **and clinical supervision** ~~with members, administrators and parents~~**; case management and referrals;** maintenance of client records; ~~and~~ completion of other supporting paperwork; **provision of supervision; reviewing of supervisee documentation and counseling work; and maintenance of supervisory records.**

Each University shall make every reasonable effort to comply with the recommendations of the International Accreditation of Counseling Services (IACR) with respect to the percentage of time spent on scheduled direct services, which includes counselling with students as well as consultations with parents, therapists, professors, and supervision.

7.3.2
The full-time counseling faculty shall have a **Department Evaluation Committee (DEC)** ~~Counseling Faculty Evaluation Committee (CFEC)~~ conforming to Senate requirements for participating in promotion, tenure, renewal and professional assessment procedures. Only tenured members of the department may serve, except in hardship cases (See 4.11.1). In hardship cases, the ~~CFEC~~ **DEC** may include counseling faculty **or faculty from related disciplines** from other Connecticut State Universities. The appropriate director shall take the place of the academic dean (see Table 1 and 4.11.12).

~~**7.4**~~
~~If the Dean of Student Affairs and the appropriate academic Dean agree, both present counseling faculty and new appointments shall have one of two choices for their career development:~~

~~**7.4.1**~~
~~By mutual consent with any university department, and consistent with that department's practices, counseling faculty may join a department as a member and enjoy all faculty privileges as established in this Agreement, including promotion through the instructional faculty ranks in conformance with the standards for such ranks. Such counseling faculty must teach at least three (3) load credits per work year.~~

~~7.4.2~~ **7.4** *(renumber)*
~~Those o~~Counseling faculty ~~not joining a department~~ will be eligible for tenure and promotion through the counseling faculty ranks.

~~7.4.3~~ **7.4.1** *(renumber)*

7.5
A full-time counseling faculty member may teach a course if the course is scheduled outside of the operating hours of the Counseling Center, or during a summer or winter semester session, or both. ~~Reassigned time in the Counseling Center will be provided to counseling faculty teaching in a department as follows: three (3) hours reassigned time per load credit for the duration of the semester.~~

7.7
To ensure confidentiality in student counseling, counseling faculty will be provided with private offices, in which every effort will be made to make them as sound proof as possible. Where possible, waiting areas will be provided in the Counseling Center. ~~In addition, access to a secretary~~ **Administrative support assistance** will be provided.

8.3.1.6 Record of any disciplinary action in the member's personnel file at the time of the evaluation.

9.1.2
Universities are locations of congregation and close proximity of people. In order to safeguard the health, safety and security of all personnel, students, and the public, and in order to avoid liability, the parties shall make every effort to attain and maintain the standards prescribed and recommended by **CDC,** OSHA, NFPA, and local, state, and federal ordinances and guidelines.

9.1.3
Cases involving extreme **environmental conditions (OSHA standard)** ~~temperature~~ which endanger the health of the member shall be promptly brought to the attention of the appropriate Dean who shall determine appropriate action after consultation with the department Chairperson, if available. When buildings lose electrical power, members shall not be required to remain in the work area.

9.4.7 Equipment and Supply Budgets
Each University will allocate funds from its annual budget to departments for the purchase of equipment and supplies. The allotments will be made by the local University administration after consultation with the departments involved. Barring **a** demonstrable ~~fiscal exigencies~~ **financial crisis** such allocations shall not be arbitrarily withdrawn, reduced, postponed, or cancelled once made.

9.7.1 Use of State Vehicle
~~Members who are expected to use state vehicles when such vehicles are available on campus, shall only be required to contact one (1) person or office to arrange for the use of such vehicle.~~ **Access to and use of state vehicles shall be in accordance with Department of Administrative Services regulations in place at the time of the request.**

10.8.2
The part-time percentage for a particular university **(excluding Western)** shall be computed by multiplying by one hundred (100) all load credits earned by part-time members (excluding all part-time load credits attributable to **full-time member's** sabbatic leave, sick leave, retraining coverage, research load credit, and all reassigned time for full-time members) divided by the aggregate faculty load credits for the particular university based upon the data for the particular academic year. **At Western, the part-time percentage will be computed in the same manner, but with the exclusion of faculty from the School of Visual and Performing Arts from such computation.**

10.15 Distance Learning and Education Technology*

The term "distance learning" as used herein refers to a planned teaching/learning experience that makes significant use of any of a wide spectrum of instructional technologies to reach students who are separated by physical distance from the instructor. Such technologies shall include, but not ~~necessarily~~ be limited to, **University and Board approved remote learning audio and video technologies.** ~~live or recorded presentations and material using direct signal or cable, transmission by telephone line, fiber optic line, digital and/or analog video tape, audio tape, CD-ROM, computer or internet technology, e-mail or other electronic means.~~

11.2 Salary for Summer Session and Intersession

Wages per load credit for full-time members shall be:

Rank	~~2016-2017~~ **2021-2022**	~~2017-2018~~ **2022-2023**	~~2018-2019~~ **2023-2024**	~~2019-2020~~	~~2020-2021~~
Professor	~~$2,034~~ **$2,366**	~~$2,034~~ **$2,472**	~~$2,034~~ **$2,583**	~~$2,146~~	~~$2,264~~
Associate Prof.	~~$1,874~~ **$2,180**	~~$1,874~~ **$2,278**	~~$1,874~~ **$2,381**	~~$1,977~~	~~$2,086~~
Assistant Prof.	~~$1,730~~ **$2,013**	~~$1,730~~ **$2,104**	~~$1,730~~ **$2,199**	~~$1,825~~	~~$1,926~~
Instructor	~~$1,585~~ **$1,843**	~~$1,585~~ **$1,926**	~~$1,585~~ **$2,013**	~~$1,672~~	~~$1,764~~

11.4

In staffing instructional assignments for summer sessions and intersessions, full-time members with appropriate qualifications shall be given the right of first refusal for such assignments. ~~Offers not unequivocally accepted in writing by April 10 shall be deemed refused. For intersession the deadline for acceptance of offers shall be October 10.~~

12.3 Minimum Salaries

~~Beginning in 2019-2020, minimum salaries shall equal seventy-five percent (.75) of the corresponding maximum salaries.~~ The minimum biweekly salaries during each year of the contract for each of the ranks shall be:

	~~2016-2017~~		~~2017-2018~~	
	~~Bi-weekly~~	~~Annual~~	~~Bi-weekly~~	~~Annual~~
~~Professor~~	~~3,361.95~~	~~87,747~~	~~3,361.95~~	~~87,747~~
~~Assoc. Prof.~~	~~2,824.02~~	~~73,707~~	~~2,824.02~~	~~73,707~~
~~Assist. Prof.~~	~~2,286.13~~	~~59,668~~	~~2,286.13~~	~~59,668~~
~~Instructor~~	~~2,017.17~~	~~52,648~~	~~2,017.17~~	~~52,648~~
~~Coach A~~	~~1,613.74~~	~~42,119~~	~~1,613.74~~	~~42,119~~

	~~2018-2019~~		~~2019-2020~~		~~2020-2021~~	
	~~Bi-weekly~~	~~Annual~~	~~Bi-weekly~~	~~Annual~~	~~Bi-weekly~~	~~Annual~~
~~Professor~~	~~3,361.95~~	~~87,747~~	~~3,488.63~~	~~91,053~~	~~3,617.71~~	~~94,422~~
~~Assoc. Prof.~~	~~2,824.02~~	~~73,707~~	~~2,934.42~~	~~76,588~~	~~3,042.99~~	~~79,421~~
~~Assist. Prof.~~	~~2,286.13~~	~~59,668~~	~~2,380.22~~	~~62,123~~	~~2,468.28~~	~~64,422~~
~~Instructor~~	~~2,017.17~~	~~52,648~~	~~2,103.12~~	~~54,891~~	~~2,180.93~~	~~56,922~~
~~Coach A~~	~~1,613.74~~	~~42,119~~	~~1,682.51~~	~~43,913~~	~~1,744.76~~	~~45,538~~

	2021-2022		**2022-2023**		**2023-2024**	
	Bi-weekly	**Annual**	**Bi-weekly**	**Annual**	**Bi-weekly**	**Annual**
Professor	**3,780.50**	**98,671**	**3,875.02**	**101,137**	**3,971.89**	**103,666**
Assoc. Prof.	**3,179.92**	**82,996**	**3,259.42**	**85,070**	**3,340.91**	**87,198**
Assist. Prof.	**2,579.35**	**67,321**	**2,643.84**	**69,004**	**2,709.93**	**70,729**
Instructor	**2,279.07**	**59,484**	**2,336.05**	**60,970**	**2,394.45**	**62,495**
Coach A	**1,823.27**	**47,587**	**1,868.85**	**48,777**	**1,915.57**	**49,996**

12.4 Maximum Salaries

The maximum biweekly salary during each year of the contract for each of the ranks shall be:

	~~2016-2017~~		~~2017-2018~~	
	~~Bi-weekly~~	~~Annual~~	~~Bi-weekly~~	~~Annual~~
~~Professor~~	~~4,494.20~~	~~117,299~~	~~4,494,20~~	~~117,299~~
~~Assoc. Prof.~~	~~3,780.25~~	~~98,664~~	~~3,780.25~~	~~98,664~~
~~Assist. Prof.~~	~~3066.30~~	~~80,030~~	~~3066.30~~	~~80,030~~
~~Instructor~~	~~2,709.33~~	~~70,713~~	~~2,709.33~~	~~70,713~~
~~Coach A~~	~~2,167.48~~	~~56,571~~	~~2,167.48~~	~~56,571~~

	~~2018-2019~~		~~2019-2020~~		~~2020-2021~~	
	~~Bi-weekly~~	~~Annual~~	~~Bi-weekly~~	~~Annual~~	~~Bi-weekly~~	~~Annual~~
~~Professor~~	~~4,494.20~~	~~117,299~~	~~4,651.50~~	~~121,404~~	~~4,823.61~~	~~125,896~~
~~Assoc. Prof.~~	~~3,780.25~~	~~98,664~~	~~3,912.56~~	~~102,117~~	~~4,057.32~~	~~105,895~~
~~Assist. Prof.~~	~~3066.30~~	~~80,030~~	~~3,173.62~~	~~82,831~~	~~3,291.04~~	~~85,896~~
~~Instructor~~	~~2,709.33~~	~~70,713~~	~~2,804.16~~	~~73,188~~	~~2,907.91~~	~~75,896~~
~~Coach A~~	~~2,167.48~~	~~56,571~~	~~2,243.34~~	~~58,551~~	~~2,326.34~~	~~60,717~~

	2021-2022		**2022-2023**		**2023-2024**	
	Bi-weekly	**Annual**	**Bi-weekly**	**Annual**	**Bi-weekly**	**Annual**
Professor	**5,040.67**	**131,562**	**5,166.69**	**134,851**	**5,295.86**	**138,222**
Assoc. Prof.	**4,239.90**	**110,661**	**4,345.90**	**113,428**	**4,454.54**	**116,264**
Assist. Prof.	**3,439.14**	**89,761**	**3,525.12**	**92,006**	**3,613.24**	**94,306**
Instructor	**3,038.77**	**79,312**	**3,114.74**	**81,295**	**3,192.60**	**83,327**
Coach A	**2,431.03**	**63,450**	**2,491.80**	**65,036**	**2,554.10**	**66,662**

12.5.3

For 2021-22, salaries for full-time members shall be increased by 4.5% (four and one-half percent). For ~~2016-2017 through 2020-2021~~ **2022-2023 and 2023-2024**, a member's current salary (Article 12.2.1) shall be increased by the amount of increase of the maximum for the member's rank plus the rank multiplier (Article 12.5.3.1) times the biweekly increment listed below unless the resulting salary exceeds the maximum salary for the rank, in which case the maximum salary shall be the member's new salary.

Annual Effective Date	**Biweekly Increment**
8/27/2021	**Not applicable**
8/26/2022	**3.05**
8/25/2023	**3.45**

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 12 of this Agreement to negotiate salaries for 2024-2025. During any "opener" contemplated under this provision, only sections describing compensation shall be open and all other provisions shall remain in full force and effect.

12.8 Part-time Member Pay Rates

Each part-time member shall be assigned to one of the following groups:

GROUP	Educational Credentials/ Prior Experience in CSU System	~~2016-17~~ **2021-2022**	~~2017-18~~ **2022-2023**	~~2018-19~~ **2023-2024**	~~2019-20~~	~~2020-21~~
A	Less than appropriate terminal degree and no more than thirty (30) load credits completed	~~$1,526~~ **$1,774**	~~$1,526~~ **$1,854**	~~$1,526~~ **$1,938**	~~$1,610~~	~~$1,698~~
B	Less than appropriate terminal degree and more than thirty (30) load credits but no more than sixty (60) load credits completed	~~$1,585~~ **$1,843**	~~$1,585~~ **$1,926**	~~$1,585~~ **$2,013**	~~$1,672~~	~~$1,764~~

C	Less than appropriate terminal degree and more than sixty (60) load credits completed	~~$1,647~~ **$1,915**	~~$1,647~~ **$2,002**	~~$1,647~~ **$2,092**	~~$1,738~~	~~$1,833~~
D	Appropriate terminal degree and no more than thirty (30) load credits completed	~~$1,668~~ **$1,941**	~~$1,668~~ **$2,028**	~~$1,668~~ **$2,119**	~~$1,760~~	~~$1,857~~
E	Appropriate terminal degree and more than thirty (30) load credits but no more than sixty (60) load credits completed	~~$1,730~~ **$2,013**	~~$1,730~~ **$2,103**	~~$1,730~~ **$2,198**	~~$1,825~~	~~$1,926~~
F	Appropriate terminal degree and more than sixty (60) load credits completed	~~$1,789~~ **$2,081**	~~$1,789~~ **$2,174**	~~$1,789~~ **$2,272**	~~$1,887~~	~~$1,991~~

12.8.1 Part-time Member Discretionary Rate

Members may be paid at a rate greater than the minimum for their group, at administrative discretion, except that no member shall be paid at a rate greater than the summer session/intersession pay rate for professor ~~($2,034 for 2016-17, $2,034 for 2017-18, $2,034 for 2018-19, $2,146 for 2019-20 and $2,264 for 2020-21).~~ **($2,366 for 2021-22, $2,472 for 2022-23, and $2,583 for 2023-24).**

12.8.2 Part-time Continuing Member Pay Rate

Any part-time member who was employed previously as a part-time member in Connecticut State University shall be paid in any session at a rate that is greater than the member's rate of pay in the previous academic year by a percentage at least as large as the percentage increase in the part-time rate ~~5.5% for 2019-20 and 5.5% for 2020-21~~ **4.5% for 2021-22, 4.5% for 2022-23, and 4.5% for 2023-24**.

12.10 Special Funds

12.10.1 Travel, Faculty Development, Research Grants, Curriculum-related Activities and Retraining Funds

For the purposes delineated in Articles 9.5 (travel), 9.6 (faculty development), 9.10 (research grants), 9.11 (curriculum-related activities), and 9.12 (retraining) there shall be an annual appropriation of ~~$2,279,718 for 2016-17, $2,279,718 for 2017-18, $2,279,718 for 2018-19, $2,405,102 for 2019-20 and $2,537,383 for 2020-2021, and annually thereafter.~~ **$2,651,565 for 2021-22; $2,770,886 for 2022-23; and $2,895,576 for 2023-24.** Said funds shall be available at the beginning of each academic year. Of this amount, 40% shall be available for travel, 9% for faculty development, 40% for research grants, 10% for curriculum-related activities, and 1% for retraining.

12.10.3 Minority Recruitment and Retention, and Diversity, Equity, and Inclusion Funds

12.12

~~Members previously employed as full-time unit members for the 2017-2018 academic year shall receive a one-time payment of $2,000 on the third (3rd) pay date of the 2018-2019 academic year.~~

~~Any part-time member employed in the Fall 2018 and/or Spring 2019 semesters who was employed in the previous academic year (2017-2018), as a part-time member in Connecticut State University, shall receive a $2,000 pro-rated payment. The pro-rated payment shall be paid on the third (3rd) pay date of the 2018-2019 academic year for fall 2018 and on the third (3rd) pay date for the Spring 2019 semester. Payments shall be pro-rated, based on the part-time member's work load for the Fall 2018 and/or Spring 2019 semesters respectively, as a percentage of a full-time work load of 12 load credits/semester. The maximum total payment for any one part-time faculty member cannot exceed $2000.~~

Consistent with the SEBAC 2022 Agreement, all full-time members shall receive a one-time payment of $2,500 effective and retroactive to 3/31/2022 payable as soon as practicable upon General Assembly approval of the Agreement. Part-time members employed during the Spring 2022 semester shall receive a pro-rated payment based on the part-time member's workload for the Spring 2022 semester as a percentage of a full-time workload of 12 load credits/semester. The maximum total payment for any one part-time faculty member cannot exceed $2,500.

Effective July 14, 2022, all full-time members shall receive a $1,000 special lump sum payment payable in the 1st pay date for the 2022-2023 academic year. Part-time members employed during the Fall 2022 semester shall receive a pro-rated payment based on the member's workload for the Fall 2022 semester as a percentage of a full-time workload of 12 load credits/semester. The maximum total payment for any one part-time faculty member cannot exceed $1,000.

13.2 Sick Leave

All full-time teaching members shall accrue sick leave with pay at the rate of ten (10) working days for each work year of continuous full-time service. All ten (10) month librarian and counseling faculty members shall accrue sick leave with pay at the rate of twelve and one-half (12.5) days; twelve (12) month **counselors and** librarians shall accrue fifteen (15) days. Each full-time member shall be credited at the commencement of the work year with a full year's anticipated sick leave accrual.

Failure to provide a certificate within ~~thirty (30)~~ **fifteen (15) business** days of a written request by the University shall result in removal of the member from the payroll until the certificate is received. Based upon the University's evaluation of the situation, said time period may be extended.

13.3.1
There will continue to be a sick leave bank for use by full-time members who have exhausted their own sick leave and who have a catastrophic and extended illness **to include the period of disability resulting from a pregnancy and childbirth as certified by the medical provider.**

13.10 Jury Leave
Any member of the bargaining unit who must be absent from assigned responsibilities in order to perform jury duty shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all ~~fees~~ **payment received** for such jury duty to the University.

15.1
The parties agree that all problems should be resolved whenever possible before a filing of a grievance, and they encourage open communication between management and members of the bargaining unit so that resort**ing** to a formal grievance will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level. The purpose of this Article is to promote an efficient procedure for the investigation and resolution of complaints and grievances.

15.2 Informal Procedure for Complaints
Any member of the bargaining unit may informally present a complaint to the department Chairperson or appropriate administrator, either with or without designated representatives of CSU-AAUP present, at the complainant's option. Similarly, designated representatives of CSU-AAUP may informally present and discuss a complaint on behalf of any member or group of members with the department Chairpersons or appropriate administrator. If the complainant so requests, the appropriate department Chairperson or **the appropriate** administrative officer or designee shall respond to the complaint within seven (7) calendar days. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint. However, such resolution shall not be binding upon CSU-AAUP unless it participated in the formal procedure and approved the resolution in writing.

17.1 ~~If management believes a bona fide financial exigency exists which may warrant involuntary separation of non-tenured members prior to the end of a specified term (Article 4.9) or tenured members, prior to informing the Board of Regents, they shall first promptly notify CSU-AAUP.~~

When a severe financial crisis exists, meaning an urgent financial situation that fundamentally compromises the academic integrity of the institution as a whole and that cannot be alleviated by less drastic means (including but not limited to reducing the number of part-time faculty to be hired, and meeting with CSU-AAUP to discuss voluntary incentives), which may warrant the involuntary separation of non-tenured members prior to the end of a specified term (Article 4.9) or tenured members, the BOR shall promptly notify CSU-AAUP that it believes such a condition exists and/or meet with CSU-AAUP to discuss voluntary incentives.

17.2 Within five (5) days of notice provided in Article 17.1, a meeting shall be held between management and CSU-AAUP representatives for the purpose of reviewing the potential ~~exigency~~ **financial crisis**. ~~Management~~ **The Board** shall **provide to CSU-AAUP five years of audited financial statements, current and following -year budgets, detailed ~~cash-~~ ~~flow~~ budget estimates for future years with supporting data, and detailed program, department, and administrative-unit budgets.** ~~document the problem and present alternative courses of action under consideration to alleviate it.~~

17.3 Within two (2) weeks after the meeting specified in Article 17.2, CSU-AAUP shall have an opportunity to present additional alternative plans for alleviating the fiscal problem. If there is no agreement between CSU-AAUP and management on alternative(s) for alleviating the fiscal **crisis** ~~exigency~~, a CSU-AAUP representative(s) shall have the opportunity to appear before the designated subcommittee of the Board and the Board, upon recommendation of the subcommittee, at the first scheduled meeting for oral and written presentation of alternatives for alleviating the problem.

17.4 If, after completion of the procedures set forth in Articles 17.1, 17.2, and 17.3 and after consideration of information resulting therefrom the Board determines that a bona fide **severe** financial ~~exigency~~ **crisis** exists, it shall so declare and the following provisions of this article shall be followed in the order listed. If the course of action adopted by the Board requires the possible involuntary separation of non-tenured members prior to the end of the specified term or tenured members at any university, the President shall describe the problem and seek in writing the advice of the **appropriate** Curriculum Committee on how the problem can be solved with minimal disruption of the educational programs of the institution. The Curriculum Committee shall advise the President in writing within thirty (30) calendar days unless an extension is expressly provided by the President. In addition, the Curriculum Committee shall forward a copy of its written recommendations to the Senate.

20.1

~~The parties acknowledge that, in accordance with Secs 5-270—5-280 CGS, each member of the bargaining unit, whether or not a member of the CSU-AAUP, shall as a condition of continued employment pay to CSU-AAUP an amount equal to the regular dues, fees and assessments charged to members.~~ **Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of CSU-AAUP designated as the exclusive bargaining agent.**

20.2

~~In order to implement Secs. 5-270—5-280 CGS,~~ **T**the Board shall deduct from each salary payment payable to a member of ~~the bargaining unit~~ **CSU-AAUP** a sum equal to one twenty-sixth ($1/26^{th}$) of the annual charges for dues (~~for members of CSU-AAUP), service fees (for non-members), initiation fees (if any) and assessments (if any)~~ and pay such monies to CSU-AAUP, within two (2) weeks after the Comptroller has forwarded said monies to the universities. Both parties to this agreement recognize that a percentage dues structure may be applied such that the amount withheld varies with changes in base salary. **CSU-AAUP shall provide to the corresponding agency payroll a list of all employees who have authorized dues deduction in**

a format dictated by the Agency. Biweekly, CSU-AAUP shall provide a report of dues deduction changes including any "starts and stops." By providing such list, CSU-AAUP certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the Board, in writing, of any revocations of said authorizations and the effective date of the same.

Article 23
MINIMUM TERMS

This agreement states the minimum terms and conditions for employment of a member of the bargaining unit, and the Board of Regents shall not employ bargaining unit members on terms other than those stated herein without the written consent of the affected individual and the CSU-AAUP.

Article 24
SUCCESSORSHIP PROVISION

In the event that Connecticut State University, or any part, is merged into or with any other unit or system of public higher education during the life of this Agreement, this bargaining unit shall remain distinct and this Agreement in full force.

Article 25
TERM OF AGREEMENT

25.1 This Agreement represents the result of collective bargaining pursuant to Secs. 5-270 – 5-280 CGS and shall be in effect from August 26, ~~2016~~ **2021** to August 26, ~~2021~~ **2025**.

APPENDIX D
PART-TIME FACULTY APPOINTMENT LETTER

(Date)

Dear _____:

In accordance with Board policy, I am pleased to offer you a part-time appointment for the coming academic semester to teach or engage in other activities as listed below:

Course/Activity	Period	Credit	Rate	Load	Room	Time

Your total compensation for the above assignment will be _____, based upon your classification as _____. (See Article 12.8 of the Collective Bargaining Agreement). Please note that you may be employed in the Connecticut State University System for no more than **8.75** ~~eight (8)~~ load credits in a semester (see Article 1.6.2 of the CBA).

This offer is contingent upon adequate course enrollment and the unavailability of regular, full-time faculty. In addition, any unanticipated absence of financial resources may be the basis for ending this appointment at any time.

Please note that part-time members who have been continuously employed in a department for six (6) consecutive semesters may be offered multi-semester contracts if requested by or with the consent of the eligible part-time members.

If you are currently employed or expect to be employed by the State of Connecticut or by any State institution in any capacity (full-time or part-time, teaching or otherwise), you must notify this office in writing within five (5) working days. If you are so engaged in other State employment, please certify below and submit the enclosed state dual employment form to this office. Failure to provide this information may result in loss of employment and/or benefits.

(Language here restricted to local housekeeping items is permissible but must avoid any conflict with the Collective Bargaining Agreement.)

Should you find it necessary to deviate from the official class schedule or be absent from any class meeting, please obtain approval in advance from the department Chair or the Dean of the _____. When advance approval is impossible to obtain, please notify the Dean of the _____as soon as possible.

If the above offer is acceptable, please sign the original below and return it to my office. I look forward to our association with you at _____Connecticut State University.

Sincerely,

_____

cc: Chief Academic Officer, Dean of
School Department Chair, Personnel
File

_____ I certify that I am not an employee of another State of Connecticut agency during the period of this appointment.

_____I am an employee of _____, a State of Connecticut agency during the period of this appointment and will complete and submit the dual employment form (copy enclosed) within five (5) working days.

I accept the above appointment with the conditions specified.

Signature_____

Address_____

_____

Phone_____

APPENDIX H

The Collective Bargaining Agreement was negotiated by the parties with agreement reached on March 9, 2022 and was approved by the legislature on _____, pursuant to CGS 5-278(b).

Negotiators for the Board
Benjamin Barnes, Chief Negotiator
CSCU Chief Financial Officer

Anna Suski-Lenczewski, CCSU
Chief Human Resources Officer
Fred Cratty, WCSU
Chief Human Resources Officer
Michelle Brown, WCSU, Dean,
Macricostas School of Arts & Sciences
Stephen Hegedus, SCSU, Dean,
College of Education
Mark Rozewski, SCSU, Vice President,
Finance & Administration
Maria Weinberger, ECSU, Associate Vice President
Employee & Labor Relations

Negotiators for CSU-AAUP
Patricia O'Neill, Chief Negotiator
President, CSU-AAUP
Psychology, WCSU

Gregg Adler, CSU-AAUP Counsel

Paul Filson, CSU-AAUP Director of Union Organization

Gregory Adams, Psychology, SCSU
Carol Austad, Psychology, CSU Professor, CCSU
Christine Barmon, Sociology, CCSU
Jay Brower, Communication and Media Arts, WCSU
Aaron Clark, Mathematics, SCSU
Kelly Copeland, Counseling, WCSU
Christopher Doucot, Sociology
Michael Gendron, Management Information Systems, CCSU
Sean Grace, Biology, SCSU
Kris Jacobi, Library Services, ECSU
Casey Jordan, Law and Justice Administration, WCSU
Kevin Kean, Psychological Science, CCSU
Nicole Krassas, Political Science, ECSU
Gladys Labas, Educational Leadership and Policy Studies, SCSU
Lyndsey Lanagan-Leitzel, Psychological Science, ECSU
Michael Lewis (12/01/2020 – 5/31/21), Writing, WCSU
Rotua Lumbantobing, Economics, WCSU
Sabrina Marquez, Art, WCSU
Kristen Morgan, Theatre, ECSU
Diana Pepin, Coach IV, Softball, ECSU
Gregory Robbins, Management, SCSU
Jeff Schlicht, Health Promotion and Exercise, WCSU
Brian Stevens, Library Services, WCSU
Kari Swanson, Library Services, SCSU
Joan Vecchia, Sociology, WCSU
Louise Blakeney Williams, History, CCSU
Jordan Youngblood, English, ECSU

Remaining Contract Proposals

All remaining contract proposals by both parties not specified in this signed Tentative Agreement (TA) are considered withdrawn.

This agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.

For the Board of Regents — Date: 03/10/2022

For CSU-AAUP — Date: 03/10/2022

Attachment A

- GWI/Step and Special Lump Sum Pattern --

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum $2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time – (retro to step date)
7/1/22-6/30/23	$1,000 Special Lump Sum effective approx. July 14th ***	7/1/22 2.5% GWI	Steps on Time
7/1/23-6/30/24		7/1/23 2.5% GWI	Steps on Time
7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

**. Includes top step payments where applicable

***. Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 yeats or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
  - All Proposals to be withdrawn on both sides

DK 2/7/2022

dsl 2/7/2022

- Local Table
  - The parties have scheduled dates through February 16th to finalize individual contract negotiations. To the extent there are outstanding issues as of February 19th, they will be addressed at "speed dating" to be mutually scheduled on the 19th, 20th, and/or 21st of February, with the intent of resolving all the local agreements no later than the 21st. Any local table that has more than two issues still unresolved* as of February 19th, will – unless the chief negotiators for that table agree otherwise – begin speed dating on February 19th. The parties will bargain until the issues are resolved, or until two or fewer issues remain. In the latter event, the parties will speed date again on February 21st. The Coalition and State will confer prior to the beginning of speed-dating to assure that the process is fully conducive to producing complete and thoughtful resolution of the issues raised. Again, both parties agree that the intent is to resolve as many local issues as possible prior to "speed dating." However, the parties' mutually agree that they will not declare impasse on any unresolved local table issues until they have also been fully raised through the "speed dating" process.
    - * An issue which the parties mutually agreed is best left for later resolution shall not count towards the two issue threshold.
  - Flexibility to solve local problems, including financial ones
  - Withdrawal of proposals that parties believe are insurmountable

- SEBAC Issues
  - Prudent Rx
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Policy Issues -the parties agree to meet and discuss outside of the local table (not an acknowledgement of a mandatory subject of bargaining and will not be used as evidence of such)
  - Refill of vacancies
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Racial Justice
  - The parties will meet and discuss policies to promote racial justice. These discussions shall not be deemed collective bargaining nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining

DK 2/7/2022

dal 2/7/2022

CSCU Connecticut State Colleges & Universities

Benjamin Barnes
Chief Financial Officer
bbarnes@commnet.edu

March 28, 2022

Jeffrey Beckham
Acting Secretary
Office of Policy Management
450 Capital Avenue
Hartford, CT 06106

Dear Acting Secretary Beckham:

Enclosed please find (20) copies of the tentative labor agreement reached between the Board of Regents for Higher Education and the **AFSCME and Charter Oak State College** bargaining units for which it serves as the employer for the period of 2021 to 2025.

Community College

- Council 4, Local 2480

Charter Oak State College

- Council 4, Local 1214, AFSCME

For your information, a consolidated cost analysis sheet and supersedence tables are enclosed.

The bargaining agreements were reviewed and approved by the Board of Regents for Higher Education on March 24, 2022.

Best regards,

Benjamin Barnes
Chief Fiscal Officer

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Tentative Agreement
Dated: 03/09/2022

Bargaining Unit	AFSCME - Union 55 and 60
Period of Contract:	July 1, 2021 Through June 30, 2024

Number of Full Time Employees	162
Number of Part Time Employees	9
Total Annual Wages (26 pay periods) All Funds:	$ 12,926,411
Total Value of Fringe Benefits	

	Annualized Basis (26 Pay Periods Year 1 and Year 3; 27 Pay Periods Year 2)				
		Percent Increase			
Average Full Time All Funds:	Salary	Gen'l Wage Increase	AI's	Lump Sums	Total
Prior to New Contract:	12,926,411				
1st Year Contract: 2021-2022	13,927,399	2.50%	2.00%	3.20%	7.70%
2nd Year Contract: 2022-2023	14,823,407	2.50%	2.00%	1.24%	5.74%
3rd Year Contract: 2023-2024	14,751,182	2.50%	2.00%	0.00%	4.50%

FULL TIME COMPENSATION SUMMARY

All Funds	Prior To Agreement	1st Year 2021-2022	2nd Year 2022-2023	3rd Year 2023-2024
Total Wages and Related Items	12,926,411	1,000,988	796,422	630,637
Fringe Benefits				
Value of Current Items		737,729	586,963	464,779
Arbitrated Improvements				
Total Wages and Benefits	12,926,411	1,738,717	1,383,386	1,095,416

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Contract
Dated: 03/09/2022

		All Funds Requirement- 26 pay periods FY22 and FY24, 27 pay periods FY23		
		2021-2022	2022-2023	2023-2024
Fiscal Year 2021-2022				
(1) 2.5% GWI Effective 7/1/2021		323,160		
(2) 2% AI Effective 7/1/2021		258,528		
(3) Lump Sum Pay $2500		419,300		
SUBTOTAL AGREEMENT ITEMS -1st YEAR		$ 1,000,988	-	-
Fiscal Year 2022-2023				
(1) 2.5% GWI Effective 7/1/2022			337,702	
(2) 2% AI Effective 7/1/2022			291,000	
(3) Lump Sum Pay $1000			167,720	
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR			$ 796,422	-
Fiscal Year 2023-2024				
(1) 2.5% GWI Effective 7/1/2023				353,420
(2) 2% AI Effective 7/1/2023				277,216
SUBTOTAL AGREEMENT ITEMS· 3rd YEAR				$ 630,637
TOTAL CONTRACT ITEMS - ALL FUNDS		$ 1,000,988	$ 796,422	$ 630,637
FRINGE ANALYSIS				
Social Security 6. 2%	6.20%	62,061	49,378	39,099
Medicare 1.45%	1.45%	14,514	11,548	9,144
Unemployment 0.12%	0.15%	1,501	1,195	946
SERS Regular Retirement	65.90%	659,651	524,842	415,589
TOTAL FRINGE	73.7%	$ 737,729	$ 586,963	$ 464,779
TOTAL COST OF CONTRACT-ALL FUNDS		$ 1,738,717	$ 1,383,386	$ 1,095,416

March 28, 2022

SUPERSEDENCES

Congress of Connecticut Community Colleges
Federation of Technical College Teachers
AFSCME, Local 2480, Council 4
Collective Bargaining Agreement
July 1, 2021 — June 30, 2025

As negotiated between the Board of Regents for Higher Education and the Congress of Connecticut Community Colleges, AFSCME Local 2480, Council 4, pursuant to §§ 5–270 through 5–280 and 10a–87 of the Connecticut General Statutes.

Contract Reference	**Provision**	**State Statute or Regulation Superseded**
Article IV, Sec. 4	Allows the unions use of the BOR information technology for emails and electronic means of communication	BOR Acceptable Use Policy; CGS 31-105 (3)(C)
Article X, Sec. 4	*Provides terms and conditions for telecommuting.*	*CGS § 5-248i*
Article XIX, Sec. 3	*Establishes a mechanism for donating to the sick leave bank*	*CGS §§5-247, State Agency Regulations §§ 5-247-5 and 5-247-6*
Article XXI Sec. 1	*Provisions consistent with SEBAC Framework (economic) to the extent it provides payment and increases to former members who were not employed at the time of ratification*	*CGS § 5-278*

TENTATIVE AGREEMENT

BETWEEN

LOCAL 2480

AND

BOARD OF REGENTS FOR HIGHER EDUCATION

ARTICLE II
EMPLOYEE RIGHTS

Section 2. Nondiscrimination

The Board, ~~and~~ the Congress **and AFSCME** shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, color, religious creed, national origin, ancestry, sex (including sexual harassment), sexual orientation, age, marital status, political affiliation, or present or past history of mental disorder, developmental disability, learning disability or physical disability, criminal record, or opposition to discrimination, as required by any federal or Connecticut statute or regulations pursuant thereto. The Board and the Congress agree not to discriminate against any bargaining unit members based upon membership ~~or fee paying status~~ in any union representing employees of the Board of Regents.

The parties acknowledge their mutual support of the concept of affirmative action. In the event that a problem arises between the parties concerning affirmative action, it may be raised at a meeting between the union and representatives of the Board but not through the grievance and arbitration provisions of this agreement.

ARTICLE IV
RIGHTS OF THE UNION

Section 4. Use of Facilities

AFSCME and its duly authorized representatives shall be permitted to confer and transact official AFSCME business on college property and to use college facilities**, including available electronic means,** for meetings and other official business, subject to standard and reasonable rules established by the Board and provided that there is no interference with the instructional program and other operations of the college or the duties of staff members as employees.

No charge shall be made for use of facilities by AFSCME provided that there is no cost to the college for such usage. If costs are incurred, they will be borne by AFSCME.

The use of facilities does not include the use of equipment, machines, materials, supplies or similar items, or personal services. The foregoing notwithstanding, copy machines, if such are available at the college, may be used for local chapter purposes only.

AFSCME may use the college internal mail **and email** service and professional staff mail boxes for purposes of communication, subject to the establishment by the President of standard procedures for general distribution. The AFSCME may post dated official notices and communications on suitable bulletin boards designated by the President of the college. The AFSCME will establish and publicize to unit members a toll-free telephone number for use when it is needed for union business.

Section 6. Notice to Chapter Chairs of New Bargaining Unit Hires

Names ~~and addresses~~, **and banner number** of ~~new hires~~ **all members** will be provided to Chapter presidents~~/chairs~~ on a ~~quarterly~~ **monthly** basis. ~~The Faculty Workload Report, SWRXI12, or its equivalent, will be provided to the bargaining unit as reasonably available.~~

Section 7. (NEW) Bargaining Unit Work

Non-bargaining unit employees shall not perform bargaining unit work so as to terminate or replace bargaining unit employees or positions, except for temporary unforeseen emergencies.

ARTICLE V
PAYROLL DEDUCTIONS

Section 2. Deduction of Union Dues

~~Union dues shall be deducted by the employer biweekly from the paycheck of each employee who signs and remits to the employer a form authorizing said deduction.~~

~~The amount deducted shall be in an amount certified in writing by the treasurer of Local 2480 as the regular monthly dues. The amount deducted shall be remitted to the treasurer together with a list of employees and the amount being remitted.~~

~~Any changes in the amount of union dues to be deducted shall be effective as soon as practicable, but in no event sooner than twenty-eight (28) days after receipt by the employer's designee of written notice of changes.~~

~~Deductions of union dues shall be discontinued upon written request of an employee thirty (30) days in advance.~~

~~No payroll deduction of union dues shall be made for any payroll period in which earnings received are insufficient to cover the amount of such deduction, nor shall such deductions be retroactive.~~

~~Section 3. Agency Service Fee~~

~~The parties acknowledge that, in accordance with Sections 5-270 to 5-280 of the Connecticut General Statutes, each employee represented by AFSCME, whether or not a member of AFSCME, shall as a condition of continued employment tender to the union an amount equal to the regular dues, fees and assessments authorized and collected from its membership.~~

Upon receipt of an employee's signed authorization to deduct membership dues, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

~~Section 4.~~**Section 3** Indemnification

The union shall indemnify the Board and hold said Board harmless against any claim, action, proceeding, judgment or other costs or obligations, financial or otherwise, arising from compliance by said Board with the provisions of this Article. Any funds remitted to said union by the Board, pursuant to the provisions of this Article, shall thereafter become the sole and exclusive obligation and responsibility of the union.

ARTICLE X
WORKING CONDITIONS AND WORK LOAD

Section 1. Duties of Nonteaching Professional Staff

(a) All Nonteaching Professional Staff shall within the work load limitations of Section 2 of this Article, perform such other duties as the **CEO/**President may assign, provided that such duties shall be consistent with the mission of the college;

(b) serve on college and division/department committees, if chosen;

(c) respond to and work with multiple

constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

(d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, ~~CD-ROM~~, compressed video, the Internet, the World Wide Web, **web-based learning platforms** and other distance communication modalities; **distance learning modalities**; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter re: Technology Training);

(e) attend and participate in commencement ceremonies, unless excused by the **CEO/**President, wearing academic garb when required (see side letter re: Commencement);

(f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

(g) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process;

(h) serve on system-wide committees.

The responsibilities of non-teaching professional staff shall be assigned in accordance with the system-wide job description approved by the President of the Connecticut State Colleges and Universities or developed by the **CEO/**President to meet the needs of the local campus subject to the approval of the President of the Connecticut Colleges and Universities.

A bargaining unit member may request a copy of his/her job description and the employer will provide a copy.

The Board may consult appropriate professional groups with regard to any contemplated change in a system-wide job description. When such a change is under consideration, the Board shall notify and consult the Union and provide sixty (60) days within which the union may respond.

Section 3. General Provisions

~~E. Audio Visual Instruction Materials and Copyrights~~

~~There shall be a Study Committee on Audio Visual Instructional Materials and Copyrights composed of eight members, four to be appointed by the Board and four by the Union. This committee shall made recommendations regarding disposition and future use of material developed by a professional staff member while in the employ of the Board, royalties, residual fees, assignment of copyrights, and related matters. When and if the committee reaches agreement on a policy with regard to this subject, such shall become an official pat of this Agreement after ratification by the Board and the Union.~~

Section 4. (NEW) Telecommuting

The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.

The employee must have adequate internet at the employee's expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, i.e. one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

A. Approval

A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting.

The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting and allow week-to-week flexibility to meet changing needs. Requests shall not be unreasonably denied.

B. Occasional Remote Work

The parties recognize that situations arise that necessitate response by members who are off site or during off hours but do not require the member to return to the worksite to respond. In the event that a member responds to such a situation, the member should respond appropriately according to university procedures and act first to protect the health and safety of students. As soon as practicable, the member should notify the immediate supervisor of the work done from the remote location and the number of hours worked, providing incident reports, e-mails or other documentation of the hours claimed. The hours may then be documented on the member's timesheet as time worked. The parties recognize that if a member as a part of their job responsibilities is required to work remotely that they may document said hours on their timesheet. Nothing herein is intended to relieve an employee from the duty to immediately notify the first supervisor outside of the bargaining unit of the existence of situations referenced herein.

C. Grievance and Arbitration Procedure

The provisions of this section shall not be subject to the grievance and arbitration procedure.

ARTICLE XVI
DISMISSAL AND DISCIPLINE

No professional staff member shall be dismissed or otherwise disciplined except for just cause and with full due process as specified in this Agreement. Each individual for whom suspension without pay or dismissal is under consideration shall be notified of his/her right to union representation. A copy of said notice shall be provided to the appropriate union office **in a timely manner.**

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT LEAVE

Section 1.Full-Time Leave for Professional Development

F.(NEW) Funding Allocations

Each member/employee may be awarded funding for coursework, conferences, research, and memberships in the same semester so long as the semester total does not exceed the semester coursework maximum and the professional development funds have not been exhausted.

Section 4(NEW) Required Events

The cost of attending institution-required professional meetings, conferences, training or other such events will be paid by college funds.

ARTICLE XIX
OTHER LEAVES

Section 2.

E. Sick Leave Donation

Upon request, any bargaining unit member can donate up to five (5) sick days per year to the sick leave bank.

Section 3. Special Leave

A. Conditions

Special leave is leave for personal emergencies which is to be charged to sick leave. It shall be calculated in ~~quarter-day~~ **hour** units.

B. Purpose

Special leave shall be granted for the following reasons: (1) dental, medical, or eye examination or treatment for which arrangements cannot be made outside of working hours; (2) when presence at work will expose others to contagious diseases; (3) in the event of death in the immediate family, when as much as five working days' leave with pay shall be granted (immediate family means spouse, father, mother, sister, brother, or child, or any other relative who is domiciled in the professional staff member's household); (4) if critical illness or severe injury in the immediate family or household creates an emergency which requires the attendance or aid of the professional staff member, when up to five working days' leave with pay in a calendar year shall be granted. The President may also grant necessary time, not to exceed in the aggregate a total of three working days' leave per calendar year, to fulfill the obligations of traveling to, attending, and returning from funerals of persons other than members of the immediate family. Special leave shall be contingent upon the availability of earned sick leave and charged against sick leave.

~~ARTICLE XXII~~

~~ACCOUNTING OF BENEFITS~~

~~Each member of the bargaining unit shall be provided before March 1 with a written accounting as of January 1 of each year setting forth the member's current status on the following items:~~

~~(1) amount of cumulative annual vacation and sick leave~~
~~(2) current salary~~
~~(3) longevity payment~~
~~(4) effective date of current appointment~~
~~(5) termination date for members on special appointments~~
~~(6) date of initial appointment~~

SIDE LETTER
Consultation

~~RE: CONSULTATION~~

The fact that there are differences in language among Congress, AFSCME and Federation contracts shall created no inference with respect to what form of consultation may be available under any of the agreements.

SIDE LETTER
Agreement to Reopen Negotiations

RE: AGREEMENT TO REOPEN NEGOTIATIONS

The following issues shall be open for negotiation and arbitration in September 2002: grade placement and protocols for distance learning. Absent mutual agreement otherwise, any agreement or award resulting from this process shall not be implemented in a manner that entails additional cost to a then existing collective bargaining agreement.

SIDE LETTER
Protocols for Distance Learning

RE: PROTOCOLS FOR DISTANCE LEARNING

I. Reopener Provision

The collective bargaining agreements provide for a reopener for "protocols for distance learning." The agreements further provide that the reopener may not result in a cost to the Board.

II. Statement of Intent

The use of technology is now an important part of instructional delivery, not only because of its potential for enhancing the learning experience, but also because of the expectations of our students. To that end, the parties reiterate their ongoing support for the infusion of technology to enhance the learning environment of our colleges.

Integral to our success will be the provision of learning opportunities for faculty and staff and appropriate support of these activities.

III. Nature of the Agreement

This Memorandum of Agreement addresses specific issues flowing from discussions among the parties concerning distance learning and creates a labor-management committee as the forum for continued discussion of such issues. This forum does not constitute bargaining and is not subject to impasse resolution. It is anticipated that in this context the parties will be able to identify and suggest solutions of unforeseen problems.

IV. Labor Management Committee

An equal number of designees of the President of the Connecticut State Colleges and Universities and bargaining unit representatives will comprise a labor-management committee. The committee will meet as appropriate and may make recommendations to the President of the Connecticut State Colleges and Universities or his designee concerning distance learning issues of mutual interest, examples of which are set out below:

1. The use of technology training dollars;
2. The identification of intellectual property issues;
3. Contract issues that relate to distance learning, including evaluation of online instruction;
4. Issues concerning training, support and the introduction of new technologies to enhance distance learning opportunities for students;
5. Issues relating to courses other than courses that are fully online.

It is contemplated that the President of the Connecticut State Colleges and Universities will issue Guidelines that may address the subjects discussed by the labor-management committee, as well as other subjects that bear on distance learning. The guidelines will not restrict or limit the discussions within the committee and both parties can introduce issues that are consistent with section II of this agreement. The President of the Connecticut State Colleges and Universities' Guidelines will not be subject to contract grievance and arbitration processes.

While the labor-management committee process is not intended to limit the rights of bargaining unit members under existing contract provisions, neither does it create an alternative forum for grievances. It is understood that the labor-management committee is not intended to and may not supplant the existing structure for decisions concerning distance learning. Moreover, it is recognized that colleges are different and that approaches to implementing distance learning may vary among them.

V. Intellectual Property

a. Recognizing that the concept of "shared use" of distance learning course materials addresses the interests of the faculty and the employer, this section of the agreement sets out a mutually beneficial framework of understanding. The concept of shared use provides incentive for the creation of intellectual property and recognizes the distinction between intellectual property created in the course of employment and work created independently of such employment.

b. In the case of distance learning courses developed by faculty in the course of employment, the faculty member may use such course materials while teaching as an adjunct within the system or in another higher education setting. It is recognized however that there are limitations inherent, e.g.:
   1. Limitations on the use of the licensed platform (currently a WebCT product);
   2. Circumstances under which course materials may not be used by the faculty member for instructional purposes elsewhere;
   3. The responsibility of faculty who use their course materials to teach elsewhere to avoid infringing the copyrights of others;
   4. Limitations derived from the Code of Ethics for Public Officials.

c. Consistent with the concept of shared use, the employer may also use distance learning course materials developed by faculty within the system, provided that the employer informs and consults with the faculty member who developed the materials prior to do doing, where this is reasonably feasible.

d. Generally, faculty will be responsible for maintaining and keeping their course materials current. Accordingly, the faculty member should have the initial opportunity to teach the distance learning course where he/she has continued to keep the course content current.

e. There a faculty member desires to develop distance learning course materials outside the employment context, such intent should be communicated to the employer promptly so that there may be a common understanding regarding the specific circumstances of use of such course materials for teaching within the system.

VI. Evaluation

a. The parties agree that there should be a template for student assessment of distance learning course sections. The labor-management committee shall have the opportunity to make recommendations concerning a student assessment form. It is recognized that the value of information gathered in this manner may be affected by the extent of student participation.

b. Faculty evaluation will otherwise be done in accordance with a process equivalent to the existing practice for on-campus classes. The labor-management committee shall have the opportunity to make recommendations concerning this evaluation process.

VII. Bargaining Unit Placement

The bargaining unit placement of faculty who teach distance learning courses will be consistent with existing practice for on-ground courses.

VIII. Duration

The Agreement will be effective upon ratification by the Board and the participating union(s). It will sunset at the termination of the existing collective bargaining agreement(s).

SIDE LETTER
Interim Bargaining on Distance Learning

RE: INTERIM BARGAINING ON DISTANCE LEARNING

The parties hereby agree that they will negotiate concerning the above subject during the term of this Agreement, notwithstanding the provisions of Article XXIII. The parties agree to commence said negotiations on distance learning by December 1, 2017 unless otherwise agreed to by the parties.

SIDE LETTER
Technology Training Labor Management Committee

RE: TECHNOLOGY TRAINING LABOR MANAGEMENT COMMITTEE

In the interest of furthering labor-management relations, the undersigned parties hereby agree as follows:

1. For the 2002-03 contract year, each college will establish a labor-management committee, the size and composition to be determined by the president. Membership may consist of members of more than one bargaining unit at merged colleges.
2. The committee shall publicize the availability of technology training dollars and, where practicable, review and rank proposals in order of merit, for submission to the president.
3. The committee process for 2002-03 shall be considered an experiment, subject to renewal.
4. This agreement shall be without precedent and may not be asserted except to enforce its terms.

SIDE LETTER
Establishment of a Study Committee

~~RE: ESTABLISHMENT OF A STUDY COMMITTEE~~

~~The parties agree that a study committee shall be formed, to consist of an equal number of representatives of management and the union. The sole purpose of the committee shall be to conduct research on, to discuss and to make recommendations concerning issues that the parties have mutually agreed to submit to the committee. The study committee shall be advisory to the President of the Connecticut State Colleges and Universities who may accept or reject its recommendations. It is not intended that the work of the study committee end in binding interest arbitration. The decision of the President of the Connecticut State Colleges and Universities with respect to any recommendation submitted to him/her by the study committee shall be final and not subject to grievance or arbitration.~~

~~The parties agree to submit the following issues to the study committee during the 2001-02 contract term: review of sexual harassment policy, protocols for distance learning and flextime for ACLs. Additional subjects may be added to the list upon mutual agreement of both parties.~~

The parties agree to change all references to the Campus Presidents to CEO/PRESIDENT.

Provisions consistent with the SEBAC Framework (economic) with four (4) years duration:

Effective upon legislative approval, full-time employees shall receive a $2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval effective and retroactive as of March 31, 2022.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a $1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.

The Step grids in the 2016 – 2021 CBA shall be advanced from the FY 21 grid by 2.5% to establish grids for FY 2021-22, FY 2022-23 and FY 2023-24. Steps shall be awarded to members in accordance with the agreement.

Effective July 1, 2021, a 2.5% General Wage Increase plus a step increase shall be processed.

Effective July 1, 2022, a 2.5% General Wage Increase plus a step increase shall be processed.

Effective July 1, 2023, a 2.5% General Wage Increase plus a step increase shall be

processed.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article XXI, Salary and Fringe Benefits, as well as any wage schedules that should be updated based on changes to this article. During any "opener" contemplated under this provision, only sections describing compensation shall be open and all other provisions shall remain in full force and effect.

All wage/ non-wage and miscellaneous rates of pay including longevity shall be increased consistent with the wage schedule above. (Longevity, coaches, part-time lecturer, part time EA, part time nursing, nursing/dental course leader, program coordinators (cash), department chairs (cash), PC/DC call in rates, payments in lieu of additional teaching).

Top step bonuses shall be paid to those members at the top step effective July 1, 2021 and charged (66%) to the respective bargaining units' grievance/equity accounts.

Top step bonuses shall be paid to those members at the top step effective July 1, 2022 and charged (66%) to the respective bargaining units' grievance/equity accounts.

Top step bonuses shall be paid to those members at the top step effective July 1, 2023 and charged (66%) to the respective bargaining units' grievance/equity accounts.

The BOR may undertake reorganization or consolidation that results in the elimination of positions provided that affected full-time employees shall be reassigned or transferred to an existing comparable job available in the system for which the employee possesses the requisite qualifications and experience, if such a position is available.

An employee who is not offered a comparable position shall be given the right of refusal prior to filling externally any vacancy within Connecticut State Colleges and Universities, provided they are qualified for the position.

An employee who does not accept an offered comparable position shall be separated with no additional mandatory rights.

The employer shall make every effort to place any full-time employee who would otherwise lose employment as a result of any consolidation or restructuring of the community colleges or its system into a comparable vacancy within the CSCU system during their contractual recall period. Acceptance of a position outside the CSCU system following the expiration of that period shall have no effect on the recall rights of such employees to CSCU positions.

This Agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.

	03/10/2022
For BOR	**Date**
	March 10, 2022
For AFSCME, Local 2480	**Date**
Connecticut Council 4	

Attachment A

- GWI/Step and Special Lump Sum Pattern --

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum $2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time – (retro to step date)
7/1/22-6/30/23	$1,000 Special Lump Sum effective approx. July 14th ***	7/1/22 2.5% GWI	Steps on Time
7/1/23-6/30/24		7/1/23 2.5% GWI	Steps on Time
7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

**. Includes top step payments where applicable

***. Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
  - All Proposals to be withdrawn on both sides

DK
2/7/2022

del
2/7/2022

- Local Table
  - The parties have scheduled dates through February 16th to finalize individual contract negotiations. To the extent there are outstanding issues as of February 19th, they will be addressed at "speed dating" to be mutually scheduled on the 19th, 20th, and/or 21st of February, with the intent of resolving all the local agreements no later than the 21st. Any local table that has more than two issues still unresolved* as of February 19th, will – unless the chief negotiators for that table agree otherwise – begin speed dating on February 19th. The parties will bargain until the issues are resolved, or until two or fewer issues remain. In the latter event, the parties will speed date again on February 21st. The Coalition and State will confer prior to the beginning of speed-dating to assure that the process is fully conducive to producing complete and thoughtful resolution of the issues raised. Again, both parties agree that the intent is to resolve as many local issues as possible prior to "speed dating." However, the parties' mutually agree that they will not declare impasse on any unresolved local table issues until they have also been fully raised through the "speed dating" process.
    - * An issue which the parties mutually agreed is best left for later resolution shall not count towards the two issue threshold.
  - Flexibility to solve local problems, including financial ones
  - Withdrawal of proposals that parties believe are insurmountable

- SEBAC Issues
  - Prudent Rx
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Policy Issues -the parties agree to meet and discuss outside of the local table (not an acknowledgement of a mandatory subject of bargaining and will not be used as evidence of such)
  - Refill of vacancies
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Racial Justice
  - The parties will meet and discuss policies to promote racial justice. These discussions shall not be deemed collective bargaining nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining

DK 2/7/2022

del 2/7/2022

March 28, 2022

SUPERSEDENCES

Charter Oak State College Professional Bargaining Unit
Local 1214, AFSCME, Council 4
Collective Bargaining Agreement
July 1, 2021 — June 30, 2025

As negotiated between the Board of Regents for Higher Education and the Charter Oak State College Professional Bargaining Unit Local 1214, AFSCME, Council 4, pursuant to §§ 5–270 through 5–280 and 10a–87 of the Connecticut General Statutes.

Contract Reference	**Provision**	**State Statute or Regulation Superseded**
Article 14	*Provisions consistent with SEBAC Framework (economic) to the extent it provides payment and increases to former members who were not employed at the time of ratification*	*CGS § 5-278*
Article 27 7	*Provides terms and conditions for telecommuting.*	*CGS § 5-248i*

TENTATIVE AGREEMENT – CHARTER OAK STATE COLLEGE, LOCAL 1214

MEMORANDUM OF AGREEMENT
DRAFT
~~(Off the Record)~~

The Board of Regents for Higher Education (the "BOR") and the Charter Oak State College Professional Bargaining Unit, AFSCME, Local 1214 of Council 4, AFL-CIO (the "Union") herby agree as follows:

Whereas the BOR and the Union are negotiating a successor the parties' collective bargaining agreement, which covers the wages, hours, and condition of employment for all covered employees whose job titles are included in the bargaining unit certified by the State Board of Labor Relations in Case No. SE-13,356, Decision No. 2919,

Whereas the BOR and the Union have come to an agreement in principle on the following terms of the successor agreement, and whereas this document represents an agreement in principle, it shall not be subject to ratification by either party until all outstanding issues are resolved.

NOW, therefore, the BOR and the Union agree to the following ~~terms of the successor agreement:~~

All terms in the parties' current collective bargaining agreement, except where noted below, shall remain in the successor contract.

Duration shall be for a four-year term.

The parties agree to incorporate all existing Memorandums of Agreement, Side Letters, and Memorandums of Understanding that do not have a sunset contained therein.

~~Medical coverage Matters not limited to medical coverage~~

~~Wages are agreed at current level as described in the agreement expiring, June 30, 2021, with 4.5% increase for the duration of the agreement noted above for each year of the contract. All other terms noted in Article 14 (Compensation) will continue for the duration of new four year term.~~

The following tentative agreements outlined below are agreed between the parties.

~~Job Protection All job protections as per the 2017 SEBAC agreement will continue to be in effect for the duration of the CBA.~~

New Member Orientation When a new member is hired, the union shall be allowed up to one hour for orientation purposes.

ARTICLE 14
COMPENSATION

Section One. General Wage Increases.

(a) Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for bargaining unit members who are active employees on the date of legislative ratification, and to any who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

(b) Effective with the pay period that includes July 1, 2022, the base annual salary for all bargaining unit members shall be increased by two and one-half percent (2.5%). The increase shall apply to all employees in the bargaining unit on July 1, 2022.

(c) Effective with the pay period that includes July 1, 2023, the base annual salary for all bargaining unit members shall be increased by two and one-half percent (2.5%). The increase shall apply to all employees in the bargaining unit on July 1, 2023.

(d) Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 14, Compensation, as well as any wage schedules that should be updated based on changes to this article. During any "opener" contemplated under this provision, only sections describing compensation shall be open and all other provisions shall remain in full force and effect.

(e) Professional Union Pay Ranges. The minima and maxima for all bargaining unit salary ranges shall increase by 2.5% on the effective dates designated in Section 1(a), 1(b), and 1(c) above. For members who reach the maximum salary for their range prior to receiving a 2.5% increase, the difference will be paid to the member in a single lump sum. The lump sum payment will not be added to the member's base salary. Local parties not prevented from using part of GWI for restructuring.

Section Five. Annual Increments.

(a) Effective and retroactive to January 1, 2022, and upon legislative approval, bargaining unit members shall receive an increment of two and sixty-five one hundredths percent (2.65%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range. This retroactive increment shall be paid to employees in the bargaining unit on the date of legislative ratification, and to any who retired or who left in good standing with ten (10) years or more of state service between January 1, 2022 and the date of legislative ratification.

(b) Effective on January 1, 2023, bargaining unit members shall receive an increment of two and sixty-five one hundredths percent (2.65%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range.

(c) Effective on January 1, 2024, bargaining unit members shall receive an increment of two and sixty-five one hundredths percent (2.65%) movement within salary range in fiscal year 2023-2024, but not to exceed the maximum of the salary range.

(d) For members who reach the maximum salary for their range prior to receiving a 2.65% annual increase, the difference will be paid to the member in a single lump sum. The

lump sum payment will not be added to the member's base salary. Employees whose overall annual performance was evaluated as "unsatisfactory" shall not be eligible to receive an increment. If an employee with an annual evaluation of "unsatisfactory" is issued a subsequent evaluation for the period prior to the increment date, the granting of any increment shall be based upon the subsequent evaluation.

Section Seven. Special Lump Sum Payments.

(a) Effective and retroactive to July 1, 2021, and upon legislative approval, full time bargaining unit members shall receive a two thousand five hundred dollar ($2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time status. The special lump sum payment shall be paid to active employees on the date of legislative ratification, and all who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

(b) Effective July 1, 2022, full-time, active bargaining unit members on that date shall receive a one thousand dollar ($1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time status and shall be paid in the payroll including July 1, 2022.

Section 4. Telecommuting

The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only. A telecommuting application procedure will be developed by the Labor-Management Committee. Topics to address will include how applications will be submitted, how frequently they will need to be submitted, and how employees will be informed by Management about telecommuting decisions.

The employee must have adequate internet at the employee's expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, i.e. one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

A. Approval

A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting.

The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting and allow week-to-week flexibility to meet changing needs. Requests shall not be unreasonably denied.

B. Occasional Remote Work

The parties recognize that situations arise that necessitate response by members who are off site or during off hours but do not require the member to return to the worksite to respond. In the event that a member responds to such a situation, the member should respond appropriately according to university procedures and act first to protect the health and safety of students. As soon as practicable, the member should notify the immediate supervisor of the work done from the remote location and the number of hours worked, providing incident reports, e-mails or other documentation of the hours claimed. The hours may then be documented on the member's timesheet as time worked. The parties recognize that if a member as a part of their job responsibilities is required to work remotely that they may document said hours on their timesheet. Nothing herein is intended to relieve an employee from the duty to immediately notify the first supervisor outside of the bargaining unit of the existence of situations referenced herein.

c. Grievance and Arbitration Procedure

The provisions of this section shall not be subject to the grievance and arbitration procedure.

Article 15 (Tuition Reimbursement & Professional Development)

~~Subject to the approval of the receiving Connecticut State University, members shall be allowed to register for courses on a space available basis provided that such coursework does not interfere with the member's employment obligations. The tuition, University General Fee and State University Fee for courses undertaken shall be waived for all members of the bargaining unit. The parties agree to participate in continuing efforts to access courses and programs offered by other Connecticut institutions of higher education on a tuition free basis.~~

TUITION REIMBURSEMENT & PROFESSIONAL DEVELOPMENT

Section One.

(a) The COSC will allocate ~~$21,000~~ **$36,000** ~~in the second (2) contract year and~~ each contract year thereafter for tuition reimbursement and reimbursement of professional development activities as provided under this Article. The purpose of the fund shall be to provide an opportunity for employees to participate in professional development activities which are job related or which provide opportunities for professional advancement and are related to the mission and goals of Charter Oak State College or the Connecticut Distance Learning Consortium.

(b) Unused funds **shall be returned to Charter Oak State College at the end of each fiscal year.** ~~from one contract year shall be carried over into the following contract year but any such unused funds shall expire upon expiration of this Agreement.~~ The prior sentence notwithstanding, applications for tuition reimbursement or professional development activities that are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months after expiration of this Agreement.

(c) The Union President shall be provided with a report of all professional development expenditures and remaining funds on a quarterly basis

Section Two. An employee shall be eligible for the following maximum amounts of reimbursement per contract year from the Tuition Reimbursement & Professional Development Fund for up to two thousand dollars ($2000).

Approved requests for reimbursement shall be paid, if funds are available, based upon the date the employee's application was received.

Five employees per semester (fall, spring, and summer) may pursue COSC courses and will be accepted into the Employee Benefit program by lottery. Members shall be allowed to register for COSC courses on a space available basis provided that such coursework does not interfere with the member's employment obligations. The tuition, student services fee and technology fee for courses undertaken shall be waived for all members of the bargaining unit.

Section Three. Tuition Reimbursement. Requests for tuition reimbursement shall be submitted in accordance with the "Procedure for Requesting Tuition Reimbursement" as stated in the COSC guidelines and procedures. Reimbursement for courses at accredited institutions of higher education shall be ~~limited to a maximum of $125.00~~ up to the cost of two undergraduate or graduate courses.

~~per credit for undergraduate courses and $155.00 per credit equivalent to the per credit amount charged by CSCU universities for undergraduate and for graduate courses.~~

Any item in the CBA having expressed expiration would be modified to extend into the new CBA's term. The parties agree to incorporate all existing Memorandums of Agreement, Side Letters, and Memorandums of Understanding that do not have a sunset contained therein, and shall negotiate inclusion or modification of any others, including those which sunset.

This Memorandum of Agreement shall not establish any precedent or past practice.

Agreed to and approved by the undersigned, this XX day of March, 2022.

FOR THE BOARD OF

By

3/9/22

Date

FOR THE CHARTER OAK COLLEGE PROFESSIONAL

BARGAINING UNIT, LOCAL 1214
AFSCME, COUNCIL 4, AFL-CIO

By

3/9/22

Date

Attachment A

- GWI/Step and Special Lump Sum Pattern –

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum $2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time – (retro to step date)
7/1/22-6/30/23	$1,000 Special Lump Sum effective approx. July 14th ***	7/1/22 2.5% GWI	Steps on Time
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7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

**. Includes top step payments where applicable

***. Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
  - All Proposals to be withdrawn on both sides

DK
2/7/2022

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- Local Table
  - The parties have scheduled dates through February 16th to finalize individual contract negotiations. To the extent there are outstanding issues as of February 19th, they will be addressed at "speed dating" to be mutually scheduled on the 19th, 20th, and/or 21st of February, with the intent of resolving all the local agreements no later than the 21st. Any local table that has more than two issues still unresolved* as of February 19th, will – unless the chief negotiators for that table agree otherwise – begin speed dating on February 19th. The parties will bargain until the issues are resolved, or until two or fewer issues remain. In the latter event, the parties will speed date again on February 21st. The Coalition and State will confer prior to the beginning of speed-dating to assure that the process is fully conducive to producing complete and thoughtful resolution of the issues raised. Again, both parties agree that the intent is to resolve as many local issues as possible prior to "speed dating." However, the parties' mutually agree that they will not declare impasse on any unresolved local table issues until they have also been fully raised through the "speed dating" process.
    * An issue which the parties mutually agreed is best left for later resolution shall not count towards the two issue threshold.
  - Flexibility to solve local problems, including financial ones
  - Withdrawal of proposals that parties believe are insurmountable

- SEBAC Issues
  - Prudent Rx
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Policy Issues -the parties agree to meet and discuss outside of the local table (not an acknowledgement of a mandatory subject of bargaining and will not be used as evidence of such)
  - Refill of vacancies
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Racial Justice
  - The parties will meet and discuss policies to promote racial justice. These discussions shall not be deemed collective bargaining nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining

DK 2/7/2022

del 2/7/2022

CSCU **Connecticut State Colleges & Universities**

Benjamin Barnes
Chief Financial Officer
bbarnes@commnet.edu

March 28, 2022

Jeffrey Beckham
Acting Secretary
Office of Policy Management
450 Capital Avenue
Hartford, CT 06106

Dear Acting Secretary Beckham:

Enclosed please find (20) copies of the tentative labor agreement reached between the Board of Regents for Higher Education and the **Connecticut Congress of Community Colleges and Federation of Technical College Teachers** bargaining unit for which it serves as the employer for the period of 2021 to 2025.

Community Colleges

1. Connecticut Congress of Community Colleges
2. AFT, Local 1942

For your information, a consolidated cost analysis sheet and supersedence tables are enclosed.

The bargaining agreements were reviewed and approved by the Board of Regents for Higher Education on March 24, 2022.

Best regards,

Benjamin Barnes
Chief Fiscal Officer

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Tentative Agreement
Dated: 03/07/2022

Bargaining Unit	4Cs - Union Codes 25 and 46
Period of Contract:	July 1, 2021 Through June 30, 2024

Number of Full Time Employees	1,310
Number of Part Time Employees	3,475

Total Annual Wages (26 pay periods) All Funds:	$ 163,477,111
Total Value of Fringe Benefits	

	Annualized Basis (26 Pay Periods Year 1 and Year 3; 27 Pay Periods Year 2)			
		Percent Increase		
Average Full Time All Funds:	Salary	Gen'l Wage + Step Increase	Lump Sums	Total
Prior to New Contract:	163,477,111			
1st Year Contract: 2021-2022	176,280,106	4.50%	3.33%	7.83%
2nd Year Contract: 2022-2023	187,521,736	4.50%	1.30%	5.80%
3rd Year Contract: 2023-2024	186,554,541	4.50%	0.00%	4.50%

FULL TIME COMPENSATION SUMMARY

All Funds	Prior To Agreement	1st Year 2021-2022	2nd Year 2022-2023	3rd Year 2023-2024
Total Wages and Related Items	163,477,111	12,802,995	10,129,503	8,033,449
Fringe Benefits				
Value of Current Items		9,435,807	7,465,444	5,920,652
Arbitrated Improvements				
Total Wages and Benefits	163,477,111	22,238,802	17,594,946	13,954,101

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Contract
Dated: 03/07/2022

		All Funds Requirement- 26 pay periods FY22 and FY24, 27 pay periods FY23		
		2021-2022	2022-2023	2023-2024
Fiscal Year 2021-2022				
(1) 2.5% GWI Effective 7/1/2021		4,086,928		
(2) 2% AI Effective 7/1/2021		3,269,542		
(3) Lump Sum Pay $2500		5,446,525		
SUBTOTAL AGREEMENT ITEMS -1st YEAR		$ 12,802,995	-	-
Fiscal Year 2022-2023				
(1) 2.5% GWI Effective 7/1/2022			4,534,221	
(2) 2% AI Effective 7/1/2022			3,416,672	
(3) Lump Sum Pay $1000			2,178,610	
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR			$ 10,129,503	-
Fiscal Year 2023-2024				
(1) 2.5% GWI Effective 7/1/2023				4,469,612
(2) 2% AI Effective 7/1/2023				3,563,837
SUBTOTAL AGREEMENT ITEMS· 3rd YEAR				$ 8,033,449
TOTAL CONTRACT ITEMS - ALL FUNDS		$ 12,802,995	$ 10,129,503	$ 8,033,449
FRINGE ANALYSIS				
Social Security 6. 2%	6.20%	793,786	628,029	498,074
Medicare 1.45%	1.45%	185,643	146,878	116,485
Unemployment 0.12%	0.15%	19,204	15,194	12,050
SERS Regular Retirement	65.90%	8,437,174	6,675,342	5,294,043
TOTAL FRINGE	73.7%	$ 9,435,807	$ 7,465,444	$ 5,920,652
TOTAL COST OF CONTRACT-ALL FUNDS		$ 22,238,802	$ 17,594,946	$ 13,954,101

March 28, 2022

SUPERSEDENCES

Congress of Connecticut Community Colleges
Collective Bargaining Agreement
July 1, 2021 — June 30, 2025

As negotiated between the Board of Regents for Higher Education and the Congress of Connecticut Community Colleges, pursuant to §§ 5–270 through 5–280 and 10a–87 of the Connecticut General Statutes.

Contract Reference	**Provision**	**State Statute or Regulation Superseded**
Article X, Sec. 7	*Provides terms and conditions for telecommuting.*	*CGS § 5-248i*
Article XXI Sec. 1	*Provisions consistent with SEBAC Framework (economic) to the extent it provides payment and increases to former members who were not employed at the time of ratification*	*CGS § 5-278*
Article XXI, Sec. 12	*Provides method of recovery for overpayments*	*CGS § 31-71e*

Congress and BOR Tentative Agreements

Congress Proposal #3 - Article II, Section 2 Nondiscrimination, 2nd sentence (modify) – *JOINT PROPOSAL*

"The Board and the Congress agree not to discriminate against bargaining unit members based upon membership ~~or fee-paying status~~ in any union representing employees of the Board of Regents."

12.2.2021 – Congress: fine

Union Proposal #22. ~~Article XIII, Section 1~~

Emailed document updated language: Article V, Section 2 replaces the existing language

Upon notification by the Union of an employee's signed authorization to deduct membership dues, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the Congress. Such deductions shall continue unless the employer is notified in writing by the Congress that the employee is no longer a member. The Congress reserves the right to modify and or replace any such authorization form.

12.2.2021-Congress: fine

Congress Proposal #24 - *Article XVI (modify language) – JOINT PROPOSAL*

No professional staff member shall be dismissed or otherwise disciplined except for just cause and with full due process as specified in this Agreement. Each individual for whom suspension without pay or dismissal is under consideration shall be notified of his/her right to union representation. A copy of said notice shall be provided to the Congress office **in a timely manner.**

12.2.2021 – Congress: fine

Congress Proposal #25 - *Article XVI Section 2B (modify language)*

In case of employee misconduct for which suspension without pay is under consideration, the employee shall be afforded, **in a timely manner**, written notice of the charge(s) against him/her, disclosure of the employer's then available evidence, and an opportunity to present his/her position orally or in writing prior to the discipline.

12.2.2021 – Congress: fine

BOR Proposal #1 - **Throughout Contract - Housekeeping Item – CEO/President**

All references to Campus Presidents should be changed to **CEO/President.**

12.2.2021 – Congress: fine

BOR Proposal #2 – Article V - Deduction of Dues and Service Fees

Section 1. Dues

~~Upon receipt of a professional staff member's authorization, the Board shall deduct from that professional staff member's salary each pay period such Congress dues as have been duly established pursuant to the constitution of and certified by the Congress, and remit same promptly to the Congress, together with a list of the names of members from whose salaries such deductions were made.~~

~~Section 2. Service Fees~~

~~Professional staff members who are not members of the Congress shall be required as a condition of continued employment to pay a service fee to the Congress each month equal to the regular Congress dues. The Board shall deduct this service fee from such professional staff member's salary each pay period and remit same promptly to the Congress, together with a list of the names of professional staff members from whose salary such deductions were made, unless the professional staff member has arranged another method of payment with the Congress and has so informed the college.~~

The process for deducting union dues must comply with Janis and the current language does not. The Union should propose new language for the collection of dues. We are not proposing that we will not collect dues.

Tentative Agreement - AFSCME #1 – JOINT Proposal – Article V Payroll Deductions

Section 2. Deduction of Union Dues

~~Union dues shall be deducted by the employer biweekly from the paycheck of each employee who signs and remits to the employer a form authorizing said deduction.~~

~~The amount deducted shall be in an amount certified in writing by the treasurer of Local 2480 as the regular monthly dues. The amount deducted shall be remitted to the treasurer together with a list of employees and the amount being remitted.~~

~~Any changes in the amount of union dues to be deducted shall be effective as soon as practicable, but in no event sooner than twenty eight (28) days after receipt by the employer's designee of written notice of changes.~~

~~Deductions of union dues shall be discontinued upon written request of an employee thirty (30) days in advance.~~

~~No payroll deduction of union dues shall be made for any payroll period in which earnings received are insufficient to cover the amount of such deduction, nor shall such deductions be retroactive.~~

~~Section 3. Agency Service Fee~~

~~The parties acknowledge that, in accordance with Sections 5-270 to 5-280 of the Connecticut General Statutes, each employee represented by AFSCME, whether or not a member of AFSCME, shall as a condition of continued employment tender to the union an amount equal to the regular dues, fees and assessments authorized and collected from its membership.~~

Upon receipt of an employee's signed authorization to deduct membership dues, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the

employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

~~Section 4.~~Section 3 Indemnification

The union shall indemnify the Board and hold said Board harmless against any claim, action, proceeding, judgment or other costs or obligations, financial or otherwise, arising from compliance by said Board with the provisions of this Article. Any funds remitted to said union by the Board, pursuant to the provisions of this Article, shall thereafter become the sole and exclusive obligation and responsibility of the union.

12.2.2021 – Congress: This goes away. It is replaced by dues deduction language.

BOR Proposal #14 – Article 21 Salary and Fringe Benefits, NEW SECTION

Section 12. Overpayments

When the system office or an institution determines an employee has been overpaid, the Human Resources office shall give reasonable written notice to the employee of the facts and reasons therefore. Prior to making any deduction, employer shall notify the employee in writing at least two pay periods prior to the deduction. Overpayments or other unauthorized payments may be involuntarily recovered by payroll deduction at a rate not to exceed the rate the overpayment was made, provided: (1) the member has not agreed to a reasonable repayment schedule; (2) there is no outstanding grievance on the matter; and (3) that such recovery rate shall not exceed five percent (5%) of the member's gross biweekly salary.

12.2.2021 – Congress: Let me get back to you after brief caucus. *Potential regressive bargaining based on 11/18/2021 notes.

BOR Proposal #22 – Side Letter -Technology Training Labor Management Committee

~~RE: TECHNOLOGY TRAINING LABOR MANAGEMENT COMMITTEE~~

~~In the interest of furthering labor-management relations, the undersigned parties hereby agree as follows:~~

~~1. For the 2002-03 contract year, each college will establish a labor-management committee, the size and composition to be determined by the president. Membership may consist of members of more than one bargaining unit at merged colleges.~~

~~2. The committee shall publicize the availability of technology training dollars and, where practicable, review and rank proposals in order of merit, for submission to the president.~~

~~3. The committee process for 2002-03 shall be considered an experiment, subject to renewal.~~

~~4. This agreement shall be without precedent and may not be asserted except to enforce its terms.~~

12.2.2021 – Congress: that's one of the things we wanted to talk to you about. We want to raise the issue of a labor management committee around training. We don't dispute that this is outdated language. We may need to substitute it with something.

BOR: Are you accepting this?

Congress: Not accepted as a TA at this time.

*Potential regressive bargaining based on 6/25/2021 notes.

BOR Proposal #25 – Side Letter: Establishment of a Study Committee

~~RE: ESTABLISHMENT OF A STUDY COMMITTEE~~

~~The parties agree that a study committee shall be formed, to consist of an equal number of representatives of management and the union. The sole purpose of the committee shall be to conduct research on, to discuss and to make recommendations concerning issues that the parties have mutually agreed to submit to the committee. The study committee shall be advisory to the President of the Connecticut State Colleges and Universities who may accept or reject its recommendations. It is not intended that the work of the study committee end in binding interest arbitration. The decision of the President of the Connecticut State Colleges and Universities with respect to any recommendation submitted to him/her by the study committee shall be final and not subject to grievance or arbitration.~~

~~The parties agree to submit the following issues to the study committee during the 2001-02 contract term: review of sexual harassment policy, protocols for distance learning and flextime for ACLs. Additional subjects may be added to the list upon mutual agreement of both parties.~~

12.2.2021 – Congress: Same here as #22, in need of new language to substitute/updated language.

*Potential regressive bargaining based on 11/18/2021 notes.

Congress

Board of Regents

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Tentative Agreement
Dated: 03/07/2022

Bargaining Unit	AFT - Union Codes 19 and 78
Period of Contract:	July 1, 2021 Through June 30, 2024

Number of Full Time Employees	174
Number of Part Time Employees	720
Total Annual Wages (26 pay periods) All Funds:	$ 24,215,279
Total Value of Fringe Benefits	

	Annualized Basis (26 Pay Periods Year 1 and Year 3; 27 Pay Periods Year 2)			
		Percent Increase		
Average Full Time All Funds:	Salary	Gen'l Wage + Step Increase	Lump Sums	Total
Prior to New Contract:	24,215,279			
1st Year Contract: 2021-2022	26,189,966	4.50%	3.65%	8.15%
2nd Year Contract: 2022-2023	27,808,254	4.50%	1.40%	5.90%
3rd Year Contract: 2023-2024	27,633,656	4.50%	0.00%	4.50%

FULL TIME COMPENSATION SUMMARY

		1st Year	2nd Year	3rd Year
All Funds	Prior To Agreement	2021-2022	2022-2023	2023-2024
Total Wages and Related Items	24,215,279	1,974,688	1,531,739	1,189,966
Fringe Benefits				
Value of Current Items		1,455,345	1,128,892	877,005
Arbitrated Improvements				
Total Wages and Benefits	24,215,279	3,430,032	2,660,630	2,066,971

CONNECTICUT STATE COLLEGES AND UNIVERSITIES
Cost Estimate of Contract
Dated: 03/07/2022

		All Funds Requirement- 26 pay periods FY22 and FY24, 27 pay periods FY23		
		2021-2022	2022-2023	2023-2024
Fiscal Year 2021-2022				
(1) 2.5% GWI Effective 7/1/2021		605,382		
(2) 2% AI Effective 7/1/2021		484,306		
(3) Lump Sum Pay $2500		885,000		
SUBTOTAL AGREEMENT ITEMS -1st YEAR		$ 1,974,688	-	-
Fiscal Year 2022-2023				
(1) 2.5% GWI Effective 7/1/2022			671,640	
(2) 2% AI Effective 7/1/2022			506,099	
(3) Lump Sum Pay $1000			354,000	
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR			$ 1,531,739	-
Fiscal Year 2023-2024				
(1) 2.5% GWI Effective 7/1/2023				662,068
(2) 2% AI Effective 7/1/2023				527,898
SUBTOTAL AGREEMENT ITEMS· 3rd YEAR				$ 1,189,966
TOTAL CONTRACT ITEMS - ALL FUNDS		$ 1,974,688	$ 1,531,739	$ 1,189,966
FRINGE ANALYSIS				
Social Security 6. 2%	6.20%	122,431	94,968	73,778
Medicare 1.45%	1.45%	28,633	22,210	17,255
Unemployment 0.12%	0.15%	2,962	2,298	1,785
SERS Regular Retirement	65.90%	1,301,319	1,009,416	784,188
TOTAL FRINGE	73.7%	$ 1,455,345	$ 1,128,892	$ 877,005
TOTAL COST OF CONTRACT-ALL FUNDS		$ 3,430,032	$ 2,660,630	$ 2,066,971

March 28, 2022

SUPERSEDENCES

The Federation of Technical College Teachers, American Federation of Teachers, Local 1942, AFL-CIO
Collective Bargaining Agreement
July 1, 2021 — June 30, 2025

As negotiated between the Board of Regents for Higher Education and the Federation of Technical College Teachers, American Federation of Teachers, Local 1942, AFL-CIO, pursuant to §§ 5–270 through 5–280 and 10a–87 of the Connecticut General Statutes.

Contract Reference	**Provision**	**State Statute or Regulation Superseded**
Article IV, Sec. 4.2.1	*Allows the union use of the BOR information technology for emails and electronic means of communication*	*BOR Acceptable Use Policy; CGS 31-105 (3)(C)*
Article VIII, Sec. 8.3.22	*Provides terms and conditions for telecommuting.*	*CGS § 5-248i*
Article XVI Sec. 16.1.1	*Provisions consistent with SEBAC Framework (economic) to the extent it provides payment and increases to former members who were not employed at the time of ratification*	*CGS § 5-278*

TENTATIVE AGREEMENTS

AFT 1942 and BOARD OF REGENTS

TENTATIVE AGREEMENT

Federation Proposal 2

5.1 All Faculty members are entitled to full freedom in research and in thepublication of the results, subject to the adequate performance of their other academic duties. **Faculty retain all rights to their intellectual property for work product that is created outside the scope of employment.**

TENTATIVE AGREEMENT

ARTICLE IV FEDERATION RIGHTS

4.2.1 The Federation and its representatives and designees shall have the right to use the colleges' facilities, including designated bulletin boards, **as well as the use of digital technology** subject to reasonable rules established by the Board, provided that such usage does not interfere with orinterrupt normal college operations or the obligation and duties of staff members as employees. The use of college facilities by a local chapter of the Federation for matters beyond the collective bargaining relationship shall be governed by the same Board policy applicable to student use of facilities.

TENTATIVE AGREEMENT

ARTICLE IX. INTITIAL APPOINTMENT

9.2.1 An applicant's signature on the letter of appointment will serve as the applicant's acceptance of employment on terms indicated in such letter. The letter of appointment shall contain the following information:

a. The Appointee's title or rank;

b. The Appointee's campus and department assignment;

c. The Appointee's salary **and step**;

d. The period of the appointment;

e. Full-time or part-time appointment;

f. Work schedule when available.

TENTATIVE AGREEMENT

~~APPENDIX S~~
~~MEMORANDUM OF AGREEMENT RE: REOPENER NEGOTIATIONS~~

~~The Board and the Federation agree that negotiations for this 2007-2010 contract shall bereopened to permit negotiation of the following items:~~

1. ~~Compensation for teaching faculty members and clinical faculty in nursing and alliedhealth academic programs.~~
2. ~~Compensation for teaching faculty members in other than nursing and allied health programs who are assigned to perform academic supervision and administrative duties.~~

TENTATIVE AGREEMENT

~~APPENDIX T~~

The parties shall meet to discuss deletion of contract language that has no ~~ongoing applicability and, upon mutual agreement, shall delete such language prior to the next printingof this Agreement.~~

TENTATIVE AGREEMENT

ARTICE VI

6.1 ~~During the term of this Agreement, the Employer shall make bi-weekly deduction of dues or agency service fee from the salary of each member of the bargaining unit. The amount of the dues and the amount of the agency service fee to be deducted shall be certified to the Board in writing by the Federation.~~

6.1 Upon receipt of an employee's signed authorization to deduct membership dues, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the Federation. Such deductions shall continue unless the employer is notified in writing by the Federation that the employee is no longer a member. The Federation reserves the right to modify and or replace any such authorization form.

Pending language from Eric incorporating (1 to 2 pay periods) promised 11/16/2021

TENTATIVE AGREEMENT

ARTICLE XII

BOR may grant special appointments for a period of six (6) years. Anyemployee who has successfully completed six (6) consecutive special appointments shall be assigned to a standard, tenure track appointment. **Service while on special appointment shall count toward tenure and/or promotion.**

TENTATIVE AGREEMENT – BOR Proposal #1

Throughout Contract
Housekeeping Item – CEO/President

All references to Campus Presidents should be changed to **CEO/President.**

TENTATIVE AGREEMENT - BOR Proposal #12

Article 22
22.1 Layoffs

1. **REDUCTION IN FORCE**

The Board shall retain the right to reduce its workforce. A reduction in force does not include a termination of employment for disciplinary reasons.
~~Between the date of this Agreement and June 30, 2021, there shall be no loss of employment for permanent employees, subject to the following conditions:~~

- ~~Applicable only to those hired prior to July 1, 2017~~
- ~~Protection from job loss does not apply to:~~
  - ~~Expiration of a temporary or special appointment~~
  - ~~Nonrenewal of a nontenured employee for performance related reasons~~
  - ~~Termination of grant or other outside funding specified for a particular position; and,~~
  - ~~Less than 20 hour per week part time employees.~~

~~Notwithstanding the above, employees in the principal bargaining unit in their second or subsequent special appointment year on the effective date of this Agreement shall be covered by this job security provision.~~

The foregoing does not prevent the BOR from restructuring and eliminating positions of permanent employees provided that affected employees shall be reassigned or transferred to an **open** existing comparable job in the system for which the employee possesses the requisite qualifications and experience. In any case, salary and tenure status shall be preserved. An employee who refuses an offered position will not be considered a layoff for purposes of this Agreement.

TENTATIVE AGREEMENT - BOR Proposal #23

~~APPENDIX U~~
~~SIDE LETTER Re: SALARY CALCULATION METHODOLOGY~~

~~Schedule B: Salary schedules will be modified to reflect salary increases in accordance with the following methodology:~~

~~TEACHING FACULTY~~

~~The existing minimum salary for each faculty rank will be increased by the value of the general wage increase. The value of a step, which is the same for all steps within each faculty rank, will also be increased by the value of the general wage increase. The new grid is generated by adding the new step value to the new minimum salary to create a new Step 2 and to the new Step 2 to create the new Step 3 and so on up to the top step. This process is repeated for each faculty rank.~~

~~COUNSELORS AND LIBRARIANS~~

~~The characteristics of the ACL salary grids are substantially different from the faculty grids. Whereas the faculty grids have equidistant steps at each rank, the difference between the steps on the ACL grids are not equidistant, and at steps three and higher, are based upon each step being one percent higher than the value of the difference between the two prior steps.~~

TENTATIVE AGREEMENT – BOR Proposal #25

~~APPENDIX W~~
~~SUPPLEMENTAL LETTER OF AGREEMENT RE: AREAS OF IMPROVEMENT~~

~~The statement of areas of improvement provided for in section 21.4.4. is not to be regarded as a statement of reasons for failure to promote.~~

Referenced Contract Language

21.4.4 The F.A.P.C. and the President shall meet to consult after the F.A.P.C. submits its final recommendations and may meet to consult before such submission. The President shall notify the F.A.P.C. of his/her promotion decisions, which must be published by April 15 (See side letter re: Consultation). When the President determines that a candidate has failed to meet standards for promotion reflected in the appropriate collective bargaining agreement, she/he will provide specific written suggestions for areas of improvement (~~See side letter re: Areas of Improvement~~).

Tentative Agreement

For a successor collective bargaining agreement

Congress of Connecticut Community Colleges

Federation of Technical College Teachers

Board of Regents for Higher Education

1. The duration of the parties' CBA shall be July 1, 2021 through June 30, 2025.
2. The parties agree to the wage package negotiated by SEBAC for fiscal years 2021-2022, 2022-2023, 2023-2024 (Attachment A) including advancement of the steps provided in the 2016-2021 CBAs by the GWI provided in Attachment A.[1]
3. The parties agree to reopen negotiations limited to wages and steps for FY 2024-2025.
4. All previously agreed to tentative agreements shall be incorporated into the parties' respective collective bargaining agreements.
5. The parties agree to the following modifications of their respective collective bargaining agreements:
    a. There shall be no loss of employment within the CSCU system for full-time employees on tenured appointment as a result of any consolidation or restructuring of the community colleges or its system.
    b. The foregoing does not prevent the BOR from restructuring and eliminating positions of "full time"[2] employees provided that affected employees shall be reassigned or transferred to an existing comparable job in the system for which the employee possesses the requisite qualifications and experience. In any case, salary and tenure status shall be preserved. An employee who refuses an offered position will not be considered a layoff for purposes of this Agreement.
        i. An employee who is not offered a comparable position shall be given the right of refusal prior to posting externally for any vacancy within Connecticut State Colleges and Universities, provided they are qualified for the position.
        ii. An employee who does not accept an offered comparable position within the rights established above in Item (i), shall be separated with no additional mandatory rights.

[1] All wage/non-wage and miscellaneous rates of pay including longevity shall be increased consistent with the wage schedule in Attachment A. (Longevity, coaches, part time lecturer, part time EA, part time nursing, nursing/dental course leader, program coordinators (cash), department chairs (cash), PC/DC call-in rates, payment in lieu of additional teaching) Bonuses identified in Attachment A shall be paid to part time employees in a pro-rated basis.

[2] "Full time" is defined for purposes of this section as a member of the principal bargaining unit.

c. The employer shall make every effort to place any non-tenured "full-time"[1] employee who would otherwise lose employment as a result of any consolidation or restructuring of the community colleges or its system into a comparable vacancy within the CSCU system during their contractual recall period. Acceptance of a position outside the CSCU system following the expiration of that period shall have no effect on the recall rights of such employees to CSCU positions consistent with existing CBA language.

6. Accrued time may be taken in hourly increments for those employees who accrue time in hourly increments.
7. Existing MOA regarding sabbaticals shall continue for the duration of the successor CBA.
8. All non-teaching Professional Staff/Faculty shall be granted time to serve on system-wide, college, and division/department committees, if elected/appointed
9. Telework

   a. The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.

   b. The employee must have adequate internet at the employee's expense at the proposed telecommuting site.

   c. The employee must have a job function acceptable for telecommuting, i.e. one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

   d. Approval. A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting.

   e. The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting

[1] Full time is defined for purposes of this section as a member of the principal bargaining unit.

and allow week-to-week flexibility to meet changing needs. Requests shall not be unreasonably denied.

f. Grievance and Arbitration Procedure. The provisions of this section shall not be subject to the grievance and arbitration procedure.

10. Part Timers

a. Per availability, and at the discretion of the Department Chair and in consultation with Coordinators, adjunct faculty who have been offered and accepted 8 semesters without a break and who are appointed for a 9th consecutive semester may be offered a full-year contract.
b. All courses taught by part time faculty shall count toward meeting the requirements for entry into the part time seniority pool. The offering of courses to part time faculty who are in the seniority pool shall apply to every term (fall, spring, summer and intersessions.)

11. The parties agree to re-open negotiations on July 1, 2022 regarding the following issues[4]:

a. Equity and uniformity for Nursing and Allied Health faculty/programs
b. System-wide transfers
c. Part time contract
d. Family/child/parental leave, provided there shall me no financial impact to the BOR from this issue prior to January 1, 2024.
e. Distance Learning, provided the reopener negotiations shall commence no earlier than January 1, 2023 and there shall be no retroactive cost.
f. Co-ops, Internships and Independent Study
g. PC/DC job duties
h. Course Privileges/tuition and fee waivers
i. Academic Freedom Panel
j. Racial Justice-Labor Management Committee

12. All other terms of the parties' CBAs not referenced above shall remain in effect and identical to the 2016-2021 respective CBAs.

[4] The issues to reopen shall be subject to interest arbitration pursuant to the State Employee Relations Act should the parties reach impasse

3/6/2022

Board of Regents for Higher Education

3/7/2022

Congress of Connecticut Community Colleges, SEIU 1973

3-7-2022

Federation of Technical College Teachers, AFT, Local 1942

Attachment A

- GWI/Step and Special Lump Sum Pattern --

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum $2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/ 2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time – (retro to step date)
7/1/22-6/30/23	$1,000 Special Lump Sum effective approx. July 14th ***	7/1/22 2.5% GWI	Steps on Time
7/1/23-6/30/24		7/1/23 2.5% GWI	Steps on Time
7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

**. Includes top step payments where applicable

***. Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
  - All Proposals to be withdrawn on both sides

DK
2/7/2022

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- Local Table
  - The parties have scheduled dates through February 16th to finalize individual contract negotiations. To the extent there are outstanding issues as of February 19th, they will be addressed at "speed dating" to be mutually scheduled on the 19th, 20th, and/or 21st of February, with the intent of resolving all the local agreements no later than the 21st. Any local table that has more than two issues still unresolved* as of February 19th, will – unless the chief negotiators for that table agree otherwise – begin speed dating on February 19th. The parties will bargain until the issues are resolved, or until two or fewer issues remain. In the latter event, the parties will speed date again on February 21st. The Coalition and State will confer prior to the beginning of speed-dating to assure that the process is fully conducive to producing complete and thoughtful resolution of the issues raised. Again, both parties agree that the intent is to resolve as many local issues as possible prior to "speed dating." However, the parties' mutually agree that they will not declare impasse on any unresolved local table issues until they have also been fully raised through the "speed dating" process.
    * An issue which the parties mutually agreed is best left for later resolution shall not count towards the two issue threshold.
  - Flexibility to solve local problems, including financial ones
  - Withdrawal of proposals that parties believe are insurmountable

- SEBAC Issues
  - Prudent Rx
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Policy Issues -the parties agree to meet and discuss outside of the local table (not an acknowledgement of a mandatory subject of bargaining and will not be used as evidence of such)
  - Refill of vacancies
  - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful

- Racial Justice
  - The parties will meet and discuss policies to promote racial justice. These discussions shall not be deemed collective bargaining nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining

DK 2/7/2022

del 2/7/2022

UCONN
UNIVERSITY OF CONNECTICUT

April 1, 2022

Mr. Frederick J. Jortner
Clerk of the House
State Capitol, Suite 109
210 Capitol Avenue
Hartford, CT 06106

RE: Collective Bargaining Agreement between the University of Connecticut Board of Trustees and the University of Connecticut Chapter of the American Association of University Professors

Dear Mr. Jortner:

In accordance with Conn. Gen Stat. § 5-278(b), the University of Connecticut (the "University") submits to the Legislature a proposed collective bargaining agreement with the University of Connecticut Chapter of the American Association of University Professors ("UConn-AAUP").

The agreement was ratified by UConn-AAUP members on March 29, 2022 and approved by the University's Board of Trustees on March 30, 2022.

Enclosed please find an original and five (5) copies of the fully executed collective bargaining agreement (Attachment A); an index of collective bargaining agreement provisions that will supersede contrary statutes or regulations (Attachment B); a summary of key provisions in the agreement (Attachment C); and the fiscal impact statement detailing the costs associated with implementation of the agreement (Attachment D).

If approved, the collective bargaining agreement will be in effect from July 1, 2021 through June 30, 2025.

We respectfully request favorable consideration of the agreement. We would be pleased to present testimony in support of the agreement at your pleasure.

Sincerely,

Karen K. Buffkin
Executive Director of Employee Relations

Enclosures

cc: Radenka Maric, Interim President, UConn
Lloyd Blanchard, Interim Vice President for Finance and Chief Financial Officer
Christopher Delello, Associate Vice President and Chief Human Resources Officer

Jeffrey Beckham, Interim Secretary, OPM
Paul Potamianos, Executive Budget Officer, OPM
Sandra Fae Brown-Brewton, Undersecretary for Labor Relations, OPM
Michael Bailey, Executive Director, UConn-AAUP

UCONN
UNIVERSITY OF CONNECTICUT

April 1, 2022

Michael Jefferson
Clerk of the Senate
State Capitol, Room 305
210 Capitol Avenue
Hartford, CT 06115

RE: Collective Bargaining Agreement between the University of Connecticut Board of Trustees and the University of Connecticut Chapter of the American Association of University Professors

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Michael Bailey, Executive Director, UConn-AAUP

ATTACHMENT A

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut Board of Trustees

and

The University of Connecticut Chapter of the American Association of University Professors

July 1, 2021 – June 30, 2025

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ARTICLE 1

RECOGNITION

The Board of Trustees recognizes the University of Connecticut Chapter of the American Association of University Professors as the exclusive bargaining representative of members of the staff who are employed one-half time or more and who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer, Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Assistant Research Professor, Associate Research Professor, Academic Assistants I, II, III, IV, V, Research Associate I, II, III, Research Assistant I, II, III, Extension Professor, Clinical Professor, Senior Cooperative Extension Educator, Senior Cooperative Extension Educator In Residence, Associate Extension Professor, Associate Clinical Professor, Cooperative Extension Educator, Cooperative Extension Educator In Residence, Assistant Extension Professor, Assistant Clinical Professor, Associate Cooperative Extension Educator, Associate Cooperative Extension Educator In Residence, Extension Instructor, Clinical Instructor, Assistant Cooperative Extension Educator, Assistant Cooperative Extension Educator In Residence, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar, Specialist I, II, III, IV, Adjunct Faculty, teaching courses for credit unless otherwise excluded, Facilities Scientist I, II, III, IV, V, Coach and Trainer excluding those classifications and titles listed below under EXCLUSIONS and all other supervisory, confidential, and managerial employees as defined in the Connecticut General Statutes Chapter 68 Section 5-270 (e) through Section 5-270 (g) for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty" or "members of the bargaining unit."

ARTICLE 2

EXCLUSIONS

2.1 Members of the staff who hold the following titles are excluded from the bargaining unit: President, Provost, Vice Provost, Executive Vice President and Chief Financial Officer, Vice President, Chief of Staff, Deputy Chief of Staff, Associate and Assistant Vice Provost, Associate and Assistant Vice President, Dean, Associate Dean, Assistant Dean, Director, Associate Director, Assistant Director, University Staff Professionals I-VI, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Graduate Assistants and Graduate Students, Specialists other than those in the Division of Athletics, and those who hold a faculty or research rank in addition to their Specialist title, all confidential and managerial employees, and all other employees of the University.

2.2 The inclusion or exclusion in the bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the UConn-AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

2.3 The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the UConn-AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

ARTICLE 3

ACADEMIC FREEDOM

3.1 The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in the University of Connecticut By-Laws (as set forth in Article 8.3).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure. Discipline will not be used to restrain bargaining unit members in the exercise of academic freedom. Academic freedom can be used as a defense in any disciplinary proceeding.

ARTICLE 4

GOVERNANCE

4.1 Although the UConn-AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration, and the Board of Trustees.

4.2 Collegiality in academic governance on each campus of the University of Connecticut can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the Provost of the University or their representatives. Upon request of the Senate, the Provost should transmit recommendations of the Senate to the Board of Trustees for their consideration.

4.3 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

ARTICLE 5

NONDISCRIMINATION

5.1 The Board and the UConn-AAUP agree that no bargaining unit member shall be unlawfully discriminated against because of race, color, ethnicity, religious creed, sex, age, national origin, marital status, ancestry, sexual orientation, political belief, political affiliation, disability unrelated to ability to perform professionally, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, and past or present history of a mental illness), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, or membership in other protected classes set forth in state or federal law that excludes an individual from participation, denies the individual the benefits or treat the individual differently, or otherwise adversely affects a term or condition of an individual's employment or participation in an employment-related University program or activity. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

5.2 Neither the Board nor the UConn-AAUP shall discriminate against, intimidate, restrain, coerce, or interfere with any terms and conditions of employment of any bargaining unit member because of or with respect to their lawful union activities, including participation in a grievance, or in UConn-AAUP committees or bodies, or because they refrain from such UConn-AAUP activities or National AAUP membership. In addition, there shall be no discrimination against any bargaining unit member in the application of the terms of this Agreement because of membership or non-membership in the AAUP.

ARTICLE 6

DIVERSITY AND AFFIRMATIVE ACTION POLICY

The parties are committed to the creation and maintenance of a diverse faculty and staff. The Administration and the UConn-AAUP will cooperate in carrying out the University's diversity and affirmative action policy. Two (2) bargaining unit members nominated by the UConn-AAUP shall be appointed to the University Committee charged with advising the President and Provost on diversity issues, in the event such a committee is established, *e.g.* University Diversity Council (as such committee may be renamed).

ARTICLE 7

BOARD PREROGATIVES

7.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the government of the University and shall determine the general policies of the University, including, those concerning the admission of students, and the establishment of schools, colleges, divisions, and departments. The Board of Trustees shall have the right to direct the use of its resources and expenditure of the University's funds within the amounts available and shall establish tuition and fees and may make refunds of the same.

7.2 The Board of Trustees, within available funds shall have sole jurisdiction over the selection, appointment, assignment of duties, amount of compensation, sick leave, vacation, leaves of absence, termination of service, rank, and status of the individual members of the professional staff of the University.

7.3 Said Board shall determine who constitutes the professional staff of the University and establish compensation and classification schedules for its professional staff.

7.4 These rights, responsibilities, and prerogatives are not subject to delegation to the UConn-AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the grievance provisions of this contract.

ARTICLE 8

MAINTENANCE OF PROCEDURES

8.1 The parties agree that all written policies and procedures impacting upon mandatory subjects of bargaining may be changed only by agreement of the Board of Trustees and the UConn-AAUP. In addition, the UConn-AAUP will be notified in advance of any proposed changes in written policies and procedures, which affect members of the bargaining unit.

8.2 In the event there is a proposal to amend any provision of the University By-Laws now in existence which directly impacts negotiable terms and conditions of employment of bargaining unit members, including the faculty grievance procedure in the By-Laws, such proposal will first be negotiated with the UConn-AAUP. The University will forward any proposed changes to the University By-Laws to the UConn-AAUP at the time they are made available to the public. Reasonable efforts will be made to provide greater notice to the UConn-AAUP where possible.

8.3 Where the University By-Laws are referenced in the collective bargaining agreement, it shall refer to the most current version of the By-Laws, as they may be amended from time to time.

8.4 Due process requires the University to protect members of the bargaining unit from discrimination, prejudice and distortion in their records pertaining to evaluation for promotion, tenure and any other University personnel matter.

ARTICLE 9

MEET AND DISCUSS

9.1 To assure the efficient and harmonious operation of the University, the parties agree to meet and discuss at least once a month, upon request of one of the parties, any matters of official concern, including budget proposals and long-range planning, or matters relative to this agreement, arising during the life of this contract which require attention. This provision shall not be construed as requiring either party to bargain during these meetings with respect to any non-mandatory subject of bargaining. The UConn-AAUP committee for this purpose shall consist of no more than

five (5) members of the bargaining unit. Agenda items shall be submitted by both parties at least one (1) week in advance.

9.2 In the event the UConn-AAUP wishes to discuss issues related to collective bargaining or non-contractual issues with the President, the UConn-AAUP will request such a meeting through the University official in charge of collective bargaining and provide an agenda of such meeting to that office at least one (1) week in advance of the meeting. Depending on the submitted agenda such meeting with the President or their designee shall be scheduled at a mutually agreeable time and place. Except by mutual agreement, such meetings shall not be held more than once during each school semester.

9.3 Nothing in this article restricts the right of the Administration to meet with committees or individual faculty members to discuss such matters as the Administration desires with the exception of those items which are reserved, by statute, for negotiations with the bargaining agent.

ARTICLE 10

CONTRACTUAL GRIEVANCE PROCEDURE

10.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between University administrators and bargaining unit members, so that the formal grievance procedure will not normally be necessary.

10.2 Definition

The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement.

10.3 Resort to Other Procedure

If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member of the bargaining unit seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure. For the purpose of this Agreement, however, the parties agree that a complaint filed by a member of the bargaining unit with the University of Connecticut's Office of Institutional Equity or Office of University Compliance are internal investigatory procedures and the member of the bargaining unit shall retain all rights to proceed with the Article 10 grievance process.

10.4 Step 1

A. A member of the bargaining unit and/or a representative of the UConn-AAUP (if the member of the bargaining unit so desires) shall first discuss the problem with the University official against whom the member of the bargaining unit is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the UConn-AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member of the bargaining unit or the UConn-AAUP (if requested by the member of the bargaining unit) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or their designee for a satisfactory adjustment and provide a copy to the University official in charge of collective bargaining. If the grievance involves a member of the bargaining unit who is in Athletics, the grievance shall be submitted to the director of athletics. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being aggrieved. After receiving the formal grievance the dean, director, Director of Athletics or designee will meet with the aggrieved member of the bargaining unit within fifteen (15) calendar days after receiving the formal grievance and will give their decision in writing to the aggrieved within seven (7) calendar days of such meeting.

10.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the bargaining unit may, within seven (7) calendar days, appeal in writing to the Provost's Office and provide a copy to the University official in charge of collective bargaining. The Provost or their designated vice provost, or designated vice president if the bargaining unit member is in a department or unit that does not report to the Provost, shall meet with the member of the bargaining unit and a UConn-AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the UConn-AAUP within seven (7) calendar days of such meeting. The UConn-AAUP shall be notified and allowed to participate through Step 2. If the grievance involves a member of the bargaining unit in Athletics the appeal shall be made to the President's Office and heard by the President or their designated vice president or other designee upon mutual agreement of the parties, in accordance with the provisions of this paragraph.

10.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the UConn-AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Provost's Office (or in the case of a member of the bargaining unit who is in Athletics, with the President's Office) and to the University official in charge of collective bargaining for the University within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the UConn-AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or de novo judicial consideration.) The terms of the agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the UConn-AAUP representative at any point during Step 3.

10.7 Selection of Arbitrator

The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within ten (10) calendar days of filing the notice. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the parties.

10.8 Authority of the Arbitrator

The arbitrator shall hear and decide only one (1) grievance in each case, except where the grievance involves the same grievant or there is a common nucleus of facts, and upon mutual agreement of the parties. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

10.9 Fees and expenses of the arbitrator shall be borne equally by the Board of Trustees and the UConn-AAUP.

10.10 General Provisions

A. Except for grievances arising under Article 25.5 (which shall be dealt with in accordance with Article 25.6), any grievance as defined above not presented for disposition in writing within thirty-seven (37) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the UConn-AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the UConn-AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the UConn-AAUP.

B. No member of the bargaining unit may file for arbitration except with the approval and participation of the UConn-AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during University business hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section are defined as aggrieved members of the bargaining unit, their appropriate UConn-AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure. This does not include terms and conditions of employment set forth in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Provost (or in the case of a member of the bargaining unit who is in Athletics, by the President) and the UConn-AAUP acting through its President.

F. The UConn-AAUP on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure. If there is a dispute about the sufficiency of information to investigate a grievance, the University official in charge of collective bargaining and a representative of the UConn-AAUP shall promptly meet to discuss the situation and possible accommodation. Neither party shall unreasonably withhold information.

G. Grievances involving the University of Connecticut Board of Trustees' By-Laws (as set forth in Article 8.3) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

ARTICLE 11

ADDITIONS TO THE BY-LAWS GRIEVANCE PROCEDURES

11.1 Except for disciplinary grievances (which are grievable under Articles 13, 26, 27 and 37) and contractual grievances (which are grievable under Article 10), grievances arising out of the application or interpretation of the University of Connecticut By-Laws (as set forth in Article 8.3), and policies of the University, shall be brought through the faculty grievance procedures outlined in the University By-Laws (as set forth in Article 8.3) ("Faculty By-Laws Grievance Procedure"). Prior to the first step of the Faculty By-Laws Grievance Procedure, an informal conference shall be held between the faculty member who alleges they are aggrieved and the appropriate University administrator to discuss the alleged grievance. The faculty member, if they desire, may be accompanied by a representative of the UConn-AAUP. Grievances brought under the Faculty By-Laws Grievance Procedure shall be filed within thirty-seven (37) calendar days of the occurrence of the event or when the member knew or reasonably should have known of the event giving rise to the grievance. The grievance must be presented in writing and identify the provision of the University By-Laws or University policy allegedly violated.

11.2 Within seven (7) calendar days of the informal conference referenced in Paragraph 11.1 above, the University administrator shall provide in writing their answer to the faculty member. A copy of this answer shall be given to the UConn-AAUP.

11.3 If the faculty member still feels aggrieved, they may file within fifteen (15) calendar days of receipt of such answer a written grievance in conformity with the Faculty By-Laws Grievance Procedure. Settlements made under the Faculty By-Laws Grievance Procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the UConn-AAUP.

11.4 No bargaining unit member may pursue a grievance under Article 10 if the bargaining unit member also pursued, or is in the process of pursing, a grievance under the Faculty By-Laws Grievance Procedure. No bargaining unit member may pursue a grievance under the Faculty By-Laws Grievance Procedure if the bargaining unit member also pursued, or is in the process of pursuing, a grievance under Article 10.

ARTICLE 12

PERSONNEL FILES

12.1 For the purposes of this article, personnel file shall mean any file that may be used in evaluating the performance or conduct of any member of the bargaining unit. The personnel file includes the Promotion, Tenure and Reappointment ("PTR") file for tenured and tenure-track faculty and the Promotion and Reappointment ("P&R") file for non-tenure track faculty, which may be maintained electronically or in hard copy, in the department, school or college, or by the Provost's Office. The official personnel file is maintained centrally in the University's Department of Human Resources and includes documents maintained in hard copy as well as documents which are now maintained by Human Resources in an electronic format.

12.2

A. Bargaining unit members are entitled to see any materials used to support personnel actions. In the presence of an appropriate staff member, which may include a representative of Human Resources, and at a time convenient to both parties, but not later than five (5) working days after the request is made by the bargaining unit member, a bargaining unit member shall have access to their personnel file or PTR/P&R files at all levels or be provided with an electronic version.

B. The only others who shall have access to such files are:

1. Administrators, Human Resources employees, and members of the bargaining unit on official business and;

2. UConn-AAUP representatives with the consent of the bargaining unit member.

C. The Administration shall maintain the privacy of personnel files consistent with this article and applicable law. In cases where there is a request for a personnel file which is not covered by applicable law, HR must provide notice to the bargaining unit member before releasing any information from the personnel files.

12.3 A bargaining unit member may at any time obtain a copy of material in their personnel files, for which the bargaining unit member may be charged at cost. If requested, copies shall be authenticated by an appropriate representative of the Administration.

12.4 No anonymous material shall be included in a personnel file.

12.5 A member of the bargaining unit may log the contents of their personnel file, listing items and dates, in the presence of a Human Resources employee. At the request of the member of the bargaining unit, their department head or designee may also be present. Both the employee and a representative of Human Resources, and the department head or designee if present, shall sign the log and retain a copy for their files. At the request of the member of the bargaining unit, and at a time mutually agreeable, a member may update the log. Similarly, a bargaining unit member may log or update a log of the contents of their PTR or P&R file in the presence of an

appropriate staff member. Completeness of the file shall be the responsibility of the member of the bargaining unit.

12.6 Each member of the bargaining unit shall be entitled to include in the appropriate file a rebuttal of any statement therein contained.

12.7 A member of the bargaining unit may petition the Dean of their school or college or other appropriate administrator to remove any materials from their personnel file which the member can prove is factually in error. The factual validity of materials included in the PTR/P&R file shall be subject to challenge solely within the PTR/P&R process itself.

ARTICLE 13

MEMBERS OF THE UNIT NOT IN A TENURE TRACK

13.1 This article pertains to members of the bargaining unit not in a tenure track in the following titles:

Academic Assistant I, II, III, IV, V, Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Assistant Cooperative Extension Educator, Associate Cooperative Extension Educator, Cooperative Extension Educator, Senior Cooperative Extension Educator, Lecturer, Facilities Scientist I, II, III, IV, V, and all faculty with Clinical and In-Residence titles.

13.2 Probationary Period for Bargaining Unit Members Not in a Tenure Track

A. New bargaining unit members not in a tenure track shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of their probationary period, they shall receive one month's notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. Following the completion of the probationary year, bargaining unit members not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below. Beginning the seventh year, or prior to the seventh year upon recommendation of the department or academic unit and approval by the dean or equivalent official, reappointed members of the bargaining unit shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the procedures and standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed below.

1. Probationary employees shall receive fourteen (14) calendar days' notice;
2. After one (1) year of probationary employment, thirty (30) calendar days' notice;
3. After one (1) year of non-probationary employment: sixty (60) calendar days' notice;
4. After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) calendar days' notice;
5. After receiving a multi-year contract: three hundred (300) calendar days' notice.

C. Prior to the end of the second year of this agreement, Human Resources shall conduct an audit of all members of the bargaining unit covered by this article to determine if any such bargaining unit members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet prior to the start of the next academic year to discuss the matter and determine what action should be taken.

D. Unless otherwise specified in this Article, neither the dismissal of the bargaining unit-member during their probationary period nor the non-renewal of the bargaining unit member prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut By-Laws (as set forth in Article 8.3). Dismissal or non-renewal of a bargaining unit member following successful completion of their probationary period shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

13.3 Evaluation System

The parties agree that the purpose of an evaluation system is to promote, maintain, and enhance excellence in job performance and to foster informed communication between bargaining unit members and their supervisor(s).

13.4 Evaluation Procedures

Performance Review of members of the bargaining unit not in the tenure track shall be in conformance with procedures developed pursuant to Article 30.5(B).

13.5 Notice of Termination

In the event of non-continuation of a program or bona fide fiscal constraints during the term of an employment contract, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

A. Probationary employees shall receive thirty (30) calendar days'notice;

B. After one (1) year of probationary employment, sixty (60) calendar days' notice;

C. After one (1) year of non-probationary employment: ninety (90) calendar days' notice;

D. After continuous non-probationary employment between two (2) and five (5) years: one hundred eighty (180) calendar days' notice;

E. After receiving a multi-year contract: three hundred (300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

13.6 Academic Assistants and Facilities Scientists

Academic Assistants and Facilities Scientists shall be entitled to leaves with pay according to the following schedule. Academic Assistants and Facilities Scientists appointed at less than full time or for durations less than one (1) year will be entitled to leaves with pay on a prorated basis. Use of paid time off must be requested in advance where possible and recorded when used in a location available to both the member of the bargaining unit and their supervisor. Leave not taken annually will be neither carried over nor compensated.

A. Vacation

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive twenty-two (22) days maximum for vacation to be taken at a time mutually agreed to by the supervisor and the employee. There will be no carry-over of vacation beyond the end date of a grant or employment contract

B. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday/President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus/Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when an Academic Assistant or Facilities Scientist is expected to be on duty the Academic Assistant or Facilities Scientist will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

C. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Up to ten (10) of these days may be used during an FMLA-approved caregiver leave. Employees may be required to provide an acceptable medical certificate. There will be no carry-over of sick leave beyond the end dates of a grant or employment contract.

D. Personal Leave

Effective August 23 of each year of the contract each Academic Assistant and Facilities Scientist shall be credited with one (1) day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken.

13.7 Dismissal or Non-Renewal of a Multi-Year Appointment for Just Cause

(This section is applicable to non-probationary employees only):

The parties wish to encourage open communication between administrators and non-tenure track bargaining unit members and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a non-probationary bargaining unit member not in the tenure track or non-renewal of such a bargaining unit member following a multi-year appointment should occur only as the final step in a progressive disciplinary system. The level of proof shall be a preponderance of the evidence. Each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track members of the bargaining unit.

A. Discipline, dismissal, and non-renewal of a multi-year appointment shall be for just cause such as:

1. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments;

2. Insubordination or serious noncompliance with the University of Connecticut By-Laws (as set forth in Article 8.3), the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research or NCAA Rules and Regulations;

3. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase, or other benefit;

4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees or others who are engaged with the University in its business or operations;

5. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 30.5(B).

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay or non-renewal for just cause following a multiyear appointment.

1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement (Step B.1), the bargaining unit member may request in writing a hearing before their Dean or Director or their designee, with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the bargaining unit member's written request. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) calendar days.

3. Within seven (7) calendar days of receiving the recommendation in Step B.2 above, the bargaining unit member shall have the right to submit a written appeal to the Provost or their designee, who is not a member of the bargaining unit. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) calendar days.

4. The decision of the Provost or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through Step B.3 above but shall not be grievable to arbitration.

D. Immediate Suspension and Loss of Salary

1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with salary and benefits for which the member of the bargaining unit is eligible under the applicable plans until the hearings described in Steps B.2 and B.3 above have taken place, or the opportunity to have such hearings has been afforded to the bargaining unit member, and only after discussion with the UConn-AAUP.

2. In the event the discipline involves the loss of salary and benefits and the decision is appealed to arbitration, the salary and benefits for which the member of the bargaining unit is eligible under the applicable plans shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at Step B.4, whichever is sooner. In the event the discipline is for serious misconduct, this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that whenever the Promotion and Reappointment (P&R) procedures are used for promotion and/or reappointment for member of the bargaining unit not in tenure track they should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the P&R process be construed as falling under this Article.

G. In investigations conducted by the University, UConn-AAUP and the a bargaining unit member will be provided with an update as to the status of the investigation upon request and shall receive notification of the closing of an investigation resulting in a finding of no violation of University policies within five (5) business days.

ARTICLE 14

REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS OR FOR FINANCIAL EXIGENCY

14.1 Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or for what the Administration believes to be a bona fide financial exigency, the procedures below shall be followed.

14.2 Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency that may require a reduction in the faculty, the Administration shall notify the UConn-AAUP promptly.

A. At a time mutually agreeable to both parties, but in no case less than five (5) calendar days before presentation to the Board of Trustees, a meeting shall be held between the President of the University, the Provost, the appropriate Vice Presidents or Vice Provosts, and the UConn-AAUP or the purpose of reviewing the entire budgetary outlook of the University. The President, the Provost, and the appropriate Vice Presidents or Vice Provosts shall document the financial position of the University and its reasons for its declaration to the UConn-AAUP along with recommendations for alleviating the situation.

B. At that or a subsequent meeting, but prior to the meeting with the Board of Trustees, the UConn-AAUP may present to the Provost its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

C. In the event that the Administration wishes to present to the Board of Trustees recommendations with which the UConn-AAUP does not concur, the UConn-AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

14.3 If the course of action adopted by the Board of Trustees requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Provost, the appropriate Vice Presidents or Vice Provosts, the UConn-AAUP, the Deans of the affected schools, the Head(s) of the affected department(s), and a faculty representative chosen by the

Senate Executive Committee shall meet to identify faculty whose termination is to be recommended to the Provost. In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member, provided they are suitably qualified, to another unit of higher education.

14.4 The following criteria shall apply to the identification of faculty whose termination is to be recommended:

A. Except where demonstrable and serious distortion of an academic program would result, non-tenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

B. In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account: the academic needs of the affected program(s); the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service; the length of service of the affected faculty; and the Affirmative Action aims of the University.

C. In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs, including at the regional campuses.

14.5 The following procedure shall govern the case of any faculty member whose termination is recommended to the Provost:

A. Prompt notice of the recommendation to terminate will be given.

B. The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in the University of Connecticut By-Laws (as set forth in Article 8.3).

14.6 If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

14.7 In all cases of termination because of financial exigency or program discontinuance, the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

14.8

A. During a period of two (2) years from the date of termination, the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty (30) days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

B. If a faculty member was enrolled in a health insurance program at the time of layoff during the recall period, they shall be entitled to purchase health insurance benefits for up to seventy-eight (78) weeks following the layoff at the group rate in effect for the bargaining unit.

C. A tenured faculty member who has received notice of layoff as the result of financial exigency shall be entitled during their period of notice up to $2,000 for reimbursement for fees charged by professional placement or occupational counseling services.

D. A tenured faculty member who has received notice of layoff shall be entitled during their period of notice and recall to reimbursement for coursework for up to $2,000 per semester.

14.9 Standards of Notice for Tenured and Tenure-Track Employees

A. In all cases of termination or program discontinuance because of financial exigency, the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three (3) months; in the second, third or fourth year of service, six (6) months; after the fourth year of service, one (1) year. Tenured faculty shall be entitled to fifteen (15) months of notice.

B. In cases of termination for reasons unrelated to financial exigency, the following standards of final notice or severance pay shall apply: In the first year of service, three (3) months; in the second year of service, six (6) months; in the third year of service through the sixth, one academic year; and all tenured faculty, twenty-four (24) months.

14.10 Dismissal for cause is not covered under Article 14, and in no case shall a dismissal for cause be labeled a termination for reasons related to financial exigency or program change under Article 14.

ARTICLE 15

SELECTION AND REVIEW OF DEPARTMENT HEADS

15.1 In a selection of a Department Head for a continuing appointment due to a vacancy, the Dean shall ask the department to form a search committee. A majority of the committee must be elected by members of the department. Voting eligibility shall be determined by departmental by-laws. The elected members of the search committee shall be no more than seven (7) and no fewer than three (3) department faculty members, unless agreed to by the Dean and a majority of the votes cast by eligible Department members. The following criteria shall apply:

A. An election will be conducted entirely within the department to determine the majority of the members of the committee.

B. Once the committee majority has been elected by the department, the Dean may appointment additional members of the bargaining unit that can constitute at most a minority of the committee.

C. Committee members that are external to the bargaining unit may be added by agreement between the Dean and a majority of the votes cast by eligible department members.

D. The elected majority shall elect a committee chair.

E. No candidate will be appointed Department Head who is not recommended by the search committee.

15.2 The term of appointment for a department head shall be up to five (5) years. A review of the appointment of each Department Head shall be held at intervals not to exceed five (5) years, or at other times as decided by the Dean. If the Dean has decided not to reappoint a department head to another term, the review may be waived by the Dean. When conducting a review, the Dean shall attempt to obtain input from all of the members of the bargaining unit. The Dean shall also initiate a review upon the request of a majority of the voting members of the department. Any review requested by a majority of the voting members of the department may not take place more than once in each term.

15.3 A department head shall not serve more than two (2) consecutive terms unless the majority of the members of their department eligible to vote under the department by-laws approves a maximum third consecutive term.

15.4 Department Heads shall be appointed for ten (10) months, rather than the ordinary faculty appointment of nine (9) months. After service as Department Head, the appointment shall return to nine (9) months and their salary shall be reduced to its equivalent nine (9) month level. Department Heads may be removed by the Dean after following the process described in Paragraph 15.2 above or through the contractual discipline process.

ARTICLE 16

UCONN-AAUP RIGHTS

16.1 The UConn-AAUP may make recommendations to the Board of Trustees and/or Administration concerning the governance of the University and on the request of the UConn-AAUP, the President, at the December and March meetings of the Board, shall transmit such recommendations to the Board of Trustees for consideration.

16.2 To the extent that it is available, and within reasonable time limits, the Administration shall supply, upon request, information needed for collective bargaining, including information related to a grievance, to the UConn-AAUP. In a similar way the UConn-AAUP will provide information to the Administration.

16.3 The Administration shall notify the UConn-AAUP at least monthly of changes in the status of members of the bargaining unit.

16.4 The UConn-AAUP may use the campus mails under the policy for registered organizations; specifically, it shall: pay a rate that reflects the real cost; not interfere with other official University obligations; make sure all material is accompanied by a statement that it is not an official publication of the University and that it is paid for by the UConn-AAUP.

16.5 The Administration shall post on a University website a copy of this Agreement within thirty (30) days after approval by the Legislature. The Administration shall publish this agreement in a mutually acceptable format and distribute a link to an electronic version to each member of the bargaining unit. The Administration also shall print one thousand (1000) copies of this Agreement (500 for the Administration and 500 for the UConn-AAUP) in a mutually acceptable format, for which the parties will share equally in the cost of publication.

16.6 Participation in representational activities by officials of the UConn-AAUP shall be considered professional service. The UConn-AAUP shall supply the University official in charge of collective bargaining with a list of such officials.

16.7 Workload Reduction for UConn-AAUP Representatives

A. The Administration agrees that up to five (5) bargaining unit members designated by the UConn-AAUP will be given a reduction in workload.

B. For teaching bargaining unit members, the workload reduction will be one (1) course per semester, unless the faculty member agrees otherwise. If agreed upon, the reduction may occur in a different semester.

C. For non-teaching bargaining unit members, the workload reduction will be the equivalent of one (1) course and will be negotiated with the appropriate Dean or Director.

D. The five (5) UConn-AAUP representatives shall be released from no more than one course per semester or the equivalent thereof.

16.8 Upon election/selection of the five (5) UConn-AAUP representatives eligible for release time as set forth in Paragraph 16.7, but in no case later than ninety (90) calendar days prior to the start of the relevant semester, the UConn-AAUP will provide the University official in charge of collective bargaining a list of individuals who will receive the workload reduction.

16.9 In the event of disagreement concerning release time as set forth in Paragraph 16.7, the UConn-AAUP Executive Director and the University official in charge of collective bargaining will meet to resolve the issue. In the event no agreement is reached within thirty (30) calendar days prior to the start of the relevant semester, the parties shall present their positions to the Provost of the University, whose decision shall be final. If the bargaining unit member is in Athletics, the parties shall present their positions to the President, or other designee upon mutual agreement of the parties, whose decision shall be final.

ARTICLE 17

UCONN-AAUP SECURITY AND PAYROLL DEDUCTIONS

17.1 During the life of this agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the AAUP.

17.2 Within thirty (30) days of approval of the contract by the legislature and as instructed by UConn-AAUP during the life of the contract, the University shall deduct UConn-AAUP dues bi-weekly from the gross paycheck of each person who provides UConn-AAUP with authorization to receive such deduction. UConn-AAUP shall provide to the University's payroll office, a digital list of all members of the bargaining unit who have authorized dues deduction in a format dictated by the University. UConn-AAUP shall provide a report of dues deduction changes including any "starts and stops" as they occur. By providing such list, UConn-AAUP certifies that each UConn-AAUP member has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, UConn-AAUP shall notify the University's payroll office, in writing, of any revocations of said authorizations and the effective date of the same.

17.3 A.The parties recognize that the authorization of UConn-AAUP to receive payroll deductions is an agreement solely between UConn-AAUP and its members which the member may revoke consistent with UConn-AAUP's membership rules. UConn-AAUP shall provide to the University the current Dues Deduction Authorization language. Should this language change, UConn-AAUP will provide the University with an updated version within ten (10) business days.

B. Should a bargaining unit member approach the University or its agents seeking to terminate or modify their contractual relationship with UConn-AAUP, that bargaining unit member will be directed to communicate such intent directly with UConn-AAUP. If the University is informed of a dispute between a bargaining unit member and UConn-AAUP concerning the obligation to withhold dues, it may invoke Paragraph 17.4.

17.4 Upon request from the University, UConn-AAUP shall provide legally sufficient proof of the authorization to collect dues through the payroll deduction to the University for any member of the bargaining unit who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the University will cease withholding union dues for that bargaining unit member during the next available full payroll period. Upon request, the University may request a dues reconciliation not more than twice per contract year.

17.5 The amount of dues deducted under this article shall be remitted to the Treasurer of the UConn-AAUP as soon as practicable after the pay period of the members of the bargaining unit for whom any such deduction is made.

17.6 No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The UConn-AAUP shall be notified when such a situation exists.

17.7 The University shall continue its practice of payroll deductions as authorized by members of the bargaining unit for purposes in addition to payment of UConn-AAUP dues provided any such payroll deduction has been approved by the state in advance. Authorization for such deduction by the bargaining unit member shall be provided in writing by UConn-AAUP to the University's payroll office consistent with process outlined in Paragraph 17.2 above.

17.8 In the event any agency or court orders the University to rebate to member of the bargaining unit dues or other deductions or awards any damages, the UConn-AAUP agrees to hold the University harmless by returning the dues or other deductions and paying the damages, provided that this shall not take effect until any appeal has been exhausted. However, with regard to any costs to the University that arise out of a challenge to this Article, the UConn-AAUP shall save the University harmless from financial loss and expense as these costs are incurred. Any challenge to this Article of the Agreement and the University's actions taken there under shall be defended by UConn-AAUP.

17.9 Once it becomes technically feasible the University shall deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fundraising drives sponsored by the University of Connecticut Foundation.

17.10 All new members of the bargaining unit shall be required to attend a University-sponsored orientation program. UConn-AAUP shall be allocated meeting time scheduled during new faculty orientation and bi-weekly new employee orientation, which the member of the bargaining unit shall have the option to attend. The Union will provide all new bargaining unit members with copies of this Agreement.

ARTICLE 18

LONGEVITY

18.1 Longevity payments are based on a member of the bargaining unit's title and appointment term, as well as a member of the bargaining unit length of service for purposes of longevity. For purposes of determining longevity payments, the salary scale and steps adopted by the Board of Trustees for 1976-77 shall remain in effect during the period of this agreement. A chart of titles, years of service, and longevity amounts is appended to this Agreement as Appendix A.

18.2 No member of the bargaining unit 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 that individual obtains the requisite service in the future.

ARTICLE 19

SALARY AND BENEFITS

19.1 Permanent members of the bargaining unit who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

A. Salary

The following increases shall be added to the base salary of each member of the bargaining unit who is employed on April 1 of that calendar year and still employed on the effective date of the increase in each year.

1. As soon as practicable following General Assembly approval of this agreement, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI) retroactive to August 23, 2021.

As soon as practicable following General Assembly approval of this agreement, those members of the bargaining unit whose performance is satisfactory shall receive a 2.0% one-time performance-based award retroactive to August 23, 2021.

2. Effective August 23, 2022, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI). This shall be increased no more than 1.0% to equal the percentage increase in the Consumer Price Index (CPI-U) between April 2021 and April 2022, should that exceed 2.5%, but in no case will the GWI be more than 3.5%.

Effective August 23, 2022, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2021, and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment to the GWI according to the CPI-U noted above, the merit pool shall be adjusted so that the total of the GWI and merit pool shall not exceed 4.5% in the aggregate, nor shall the merit pool be less than 1.0%.

3. Effective August 23, 2023, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI). This shall be increased no more than .5% to equal the percentage increase in the Consumer Price Index (CPI-U) between April 2022 and April 2023, should that exceed 2.5%, but in no case will the GWI be less than 2.5% nor more than 3%.

Effective August 23, 2023, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2022, and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment to the GWI according to the CPI-U noted above, the merit pool shall be adjusted so that the total of the GWI and merit pool shall not exceed 4.5% in the aggregate, nor shall the merit pool be less than 1.5%.

B. One-Time Payment

1. As soon as practicable following general assembly approval of this agreement, all full-time bargaining unit members on the payroll on March 31, 2022 shall receive a $2,500 one-time pensionable payment, not added to base salary. All part-time bargaining unit members on the payroll on March 31, 2022, excluding adjuncts, shall receive a pro-rata amount of the $2,500 one-time pensionable payment, not added to base salary.

For adjuncts employed during between Summer 2021 and Spring 2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - $1,250

At least 6 credits - $625

Less than 6 credits - $313

2. Effective July 15, 2022, all full-time bargaining unit members shall receive a $1,000 one-time pensionable payment, not added to base salary. All part-time bargaining unit members, excluding adjuncts, shall receive a pro-rata amount of the $1,000 one-time pensionable payment, not added to base salary.

For adjuncts employed between Summer 2021 and Spring 2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - $500

At least 6 credits - $250

Less than 6 credits - $125

3. The total one-time payment received by a bargaining unit member from all University and/or State of Connecticut employment in a fiscal year may not exceed the amount of the one-time payment for a full-time member of the bargaining unit.

19.2 Research Assistants and Research Associates

Research Assistants and Research Associates shall receive the following increment increase in lieu of a merit award provided under this Agreement. The amount shall be added to the base salary of each bargaining unit member with this title who qualifies and who has been employed as of April 1 of that calendar year and is still employed on the effective date of the increase:

Effective August 23, 2022, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1(A)(2), less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

Effective August 23, 2023, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1(A)(3), less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

19.3 Promotions in Rank

A. The University shall allocate $100,000 annually for promotional increases; the balance of promotional increases shall be funded from the merit pool before any divisions of the merit pool permitted under Article 25 are made. In years where there is no merit pool, promotional increases shall nevertheless be paid.

B. The amounts for promotions in rank for the 2021-2025 contract shall be as follows:

For promotions effective August 23, 2021:

Instructor	$900
Assistant Professor	$1,500
Associate Professor	$3,000
Professor	$4,500

For promotions effective August 23, 2022:

Instructor	$1,000
Assistant Professor	$1,750
Associate Professor	$3,300
Professor	$4,850

For promotions effective August 23, 2023 and 2024:

Instructor	$1,200
Assistant Professor	$1,750
Associate Professor	$3,500
Professor	$5,500

C. Promotion increases shall be applied after all other increases are awarded.

19.4 Satisfactory Evaluation

Performance evaluation of members of the bargaining unit shall be in conformance with Article 30.5(B).

19.5 Salary Minima

A. The salary minima for associate professor and professor ranks shall be no less than the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with UConn-AAUP as is current practice.

B. The determination of whether a bargaining unit member's salary must be adjusted to meet the salary minima for their rank shall be made after all salary increases are applied.

19.6 Benefits

A. Tuition Waiver

1. In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a-105 (e, f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its regional

campuses. In the event of a bargaining unit member's death while their child is enrolled, the waiver shall continue through completion of the undergraduate degree and in no case more than a total of five (5) academic years. In the event the bargaining unit member is separated from employment with the University for any other reason, the waiver shall cease upon the completion of the current semester, unless the University determines special circumstances warrant otherwise, after discussion with UConn-AAUP. Dependent child means the bargaining unit member's biological child; the member's stepchild, who is the biological or adopted child of the member's spouse; or the member's legally adopted child.

2. Each semester spouses of bargaining unit members who have been accepted into an undergraduate degree program at the University of Connecticut or one of its regional campuses may take non-laboratory courses--on a space available basis--with the consent of the instructor. Spouses taking courses under this option must sign up for the course no earlier than the first day of classes and are not permitted to pre-register.

B. Tuition Reimbursement

A sum of $40,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines. Applications for tuition reimbursement may not be made more than sixty (60) days prior to the start of the class for which reimbursement is requested.

C. Health Insurance Programs

For the duration of this agreement, the health insurance programs established under the current SEBAC agreement will be available to bargaining unit members as specified both by the SEBAC agreement itself and as expressed in this collective bargaining agreement.

D. Group Life Insurance

Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees under Sec. 5-257 of the Connecticut General Statutes.

E. Travel

1. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or their designee.

2. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

F. Professional Development Fund

1. A fund is established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered; however, the parties recognize that up to 5% of the fund is intended to complement University sponsored professional development programs for department heads. The UConn-AAUP will be notified of professional development program expenditures for department heads.

2. The fund shall be as follows:

FY 2022	$910,000
FY 2023	$1,000,000
FY 2024	$1,000,000
FY 2025	$1,000,000

Unused funds will be rolled into the next fiscal year. On July 1, 2022, any unused funds carried over from prior fiscal years will be added to the above amounts in equal distribution across fiscal years 2023, 2024 and 2025.

3. Annually, each eligible full-time faculty member shall, upon request, receive up to $2,200 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.), in accordance with the following: 1) the faculty member has no available funding in individual accounts which may be spent on professional development or grant funds available to such faculty member and 2) so long as such funds are available. Such travel expenses shall require prior approval of the faculty member's department or unit head.

4. The parties acknowledge that the Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the parties agree that each year, 30% of the fund shall be available only to members of the bargaining unit whose terminal degrees have been earned within the past seven (7) years. In the event that the full amount of this 30% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general Professional Development Fund for that fiscal year.

5. This provision does not limit the University from providing additional professional development assistance or travel reimbursement to bargaining unit members at its discretion.

G. Disability Pay

In that all Alternate Retirement Plan participants receive disability coverage, all approved medical leaves of absence of bargaining unit members so insured should be referred for coverage when the medical leave exceeds the deductible period. To the extent a bargaining unit member is eligible under the Faculty Medical Leave Guidelines (Appendix B) to receive a disability insurance supplement, the University shall supplement the disability insurance such that

the bargaining unit member's bi-weekly gross pay (pay plus disability benefit and supplement) while receiving the supplement equals the bi-weekly gross pay the bargaining unit member would have received if they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the bargaining unit member.

H. Child Care

A pool of $190,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. Guidelines established by the parties shall control the reimbursement process.

I. Family/Medical Leave

1. Eligibility for family and/or medical leave and pay, if any, during a family and/or medical leave will be determined in accordance with federal and/or state medical leave laws, University By-Laws, and Appendix B of this contract, where applicable.

2. During the period of an unpaid family and/or medical leave, the University will pay for the employer's share of the bargaining unit member's individual health insurance benefits.

3. Tenure-track faculty members taking a qualified family and/or medical leave or who experience a qualifying major life event as defined in federal and/or state family and/or medical leave laws, prior to their mandatory tenure evaluation year, will receive an automatic one (1) year extension of the tenure clock.

The tenure clock will be stopped no more than twice. Exceptions to this may be granted at the discretion of the Provost.

J. Voluntary Leave

The voluntary leave program as constituted between the parties in 1994 shall be extended for the life of this agreement.

19.7 Adjunct Faculty Compensation

For Adjunct Faculty, the minimum remuneration shall be at the following rates:

Effective August 23, 2022	$1,888 per credit
Effective August 23, 2023	$1,973 per credit

For adjuncts with more than two (2) academic years (four (4) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 2%.

For adjuncts with more than six (6) academic years (twelve (12) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 3%.

19.8 Provost Fund

A. Each year of the contract a General Fund pool shall be allocated to the Provost for making increases in base salary as they see fit in order to retain bargaining unit members in the face of market competition, to address other salary disparities including but not limited to salary compression and inversion taking into account performance and merit, to make equity adjustments, or recognize special achievement. Bargaining unit members may also apply for such increases on the basis of salary disparity, including equity, compression and inversion. Neither the allocation of the fund, nor the individual awards made under it are grievable or arbitrable in any way.

1. The pools for each year of this agreement shall be as follows:

FY 2022	$300,000
FY 2023	$350,000
FY 2024	$350,000
FY 2025	$350,000

2. For FY 2023 through FY 2025, an additional $500,000 will be added to the Provost Fund each year and will be reserved solely to address salary disparities, including, but not limited to, compression and inversion, and to make equity adjustments. This reserved funding cannot be used to fund retention in response to competitive offers.

B. Procedures

1. Immediately prior to the beginning of the academic year, the Provost shall publish standards and expectations for that portion which is to be directed toward special achievement at the next distribution.

a. The Provost will solicit recommendations from the Deans for members of the bargaining unit to receive awards from the Provost Fund for special achievement. The Deans' recommendations are not binding upon the Provost and in no way limit the Provost's discretion to allocate or award the Provost Fund.

2. Immediately prior to the beginning of the academic year, the Provost shall publish procedures for members of the bargaining unit to apply for increases to salary from the Provost Fund at the next distribution.

a. These procedures will be posted on the Provost's website.

b. These procedures will include to whom a member of the bargaining unit seeking an increase must make their request, the time period during which the request must be made, and the manner in which the request should be made (including required documentation, if any).

c. These procedures will provide that each application will be reviewed at the level of at least the Dean or their designee.

3. A member of the bargaining unit who has applied for an increase from the Provost Fund in accordance with the published procedures shall be notified of the outcome of their application prior to the increase, if any, appearing in their paycheck. For a member of the bargaining unit receiving a salary increase supported in whole or in part by the Provost Fund, this requirement may be satisfied by a letter stating the member's new salary.

C. The University will provide the UConn-AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

19.9 Compensatory Time for Non-Exempt Employees:

Compensatory time for non-exempt employees shall be afforded in accordance with the Federal Fair Labor Standards Act (FLSA) as summarized in the following guidelines:

A. Compensatory time shall be afforded at the rate of one and one-half hours for each hour for which overtime compensation is required by FLSA.

B. When an employee's compensatory time earned reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.

C. Use of compensatory time must be requested in advance and taken at a time mutually agreeable to the supervisor and the employee, consistent with business needs.

ARTICLE 20

MINIMUM TERMS

This agreement states the minimum terms of employment of a member of the bargaining unit. Agreements and understandings between members of the unit and the Board shall be maintained unless they fall below the minimum terms set forth herein; in such cases this agreement shall be controlling, unless the individual and UConn-AAUP agree in writing to waive these minimum terms. Agreements and understandings between members of the unit and the Board which exceed the minimum terms of this agreement, must be in writing and approved by the Dean, or equivalent official in units that do not have a Dean.

ARTICLE 21

CONTINUATION OF SERVICES

The UConn-AAUP and the Board agree that any differences between them arising under this agreement shall be settled by the means provided in this agreement. The UConn-AAUP agrees that it will neither call nor condone any form of strike by bargaining unit members, and the Board agrees that it will not lock out members of the unit.

ARTICLE 22

MERGERS AND ACQUISITIONS

In the event that the University acquires any other educational institution or portion thereof, where the faculty members are not part of a union, the faculty members of such educational institution shall accrete to, and become members of, the bargaining unit, to the extent permitted by law. Prior to the expiration date of any agreement or individual contract under which they are presently covered, the salary schedule and other conditions of employment for these new bargaining unit members shall be negotiated by the parties for the subsequent year.

ARTICLE 23

SAVINGS CLAUSE

23.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the UConn-AAUP.

23.2 In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE 24

RESEARCH ASSISTANTS AND RESEARCH ASSOCIATES

The titles of Research Assistant and Research Associate are used exclusively for individuals who support grant-funded or contract-funded research activities. The specific conditions of employment shall be identified in offer letters of employment or as modified on renewal appointments as they occur. Reasonable changes in hours may be required with four (4) weeks' notice. The normal University workweek will apply with provision for compensatory time in accordance with mutually agreed upon guidelines.

24.1 Annual Salary Adjustments

Research Assistants and Research Associates shall receive the percentage merit specified under Article 19 of this agreement.

24.2 Benefits

A. Full-time Research Assistants and Research Associates shall be entitled to leaves with pay according to the following schedule. Research Assistants and Research Associates appointed at less than full time or for durations less than one (1) year will be entitled to leaves with pay on a pro-rated basis. Vacation and sick leave must be requested in advance where possible and recorded when used in a location available to both the member of the bargaining unit and their supervisor. Leave not taken annually will be neither carried over nor compensated.

1. Vacation Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall be credited with a maximum of twenty-two (22) vacation days annually. Vacation will be taken at a time mutually agreed to by the supervisor and the employee. There will be no carry-over of vacation beyond the end date of a funding grant, funding contract, or employment contract.

2. Holidays

Legal Holidays as enumerated below:

> New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday/President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when a Research Assistant or Research Associate is expected to be on duty, they will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

3. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Up to ten (10) of these days may be used during an FMLA-approved caregiver leave. Employees may be required to provide an acceptable medical certificate. There will be no carry-over of sick leave beyond the end dates of a funding grant, funding contract or employment contract.

4. Personal Leave

Effective August 23 of each year of the contract each Research Assistant and Research Associate shall be credited with one (1) day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken.

B.

1. Human Resources will provide to requesting Research Assistants and Associates who are not renewed a listing of current openings with similar titles within the University.

2. Research Assistants and Associates may be hired on multiple year appointments not to exceed the term of the grant.

24.3 Layoffs

This section pertains to Research Assistants and Research Associates who are laid off prior to the end-date of their appointment.

A. In cases where employees supported by grant funds and contracts receive less than thirty (30) calendar days' notice of layoff from their supervisors, such employees shall be eligible for a prorated cash payment for the portion of the thirty (30) calendar days' notice period not given. A pool of no more than $20,000 shall be set aside for all such cases. In no instance shall any individual receive the equivalent of more than two (2) pay periods of salary.

B. Dismissal for cause is not subject to the above schedule.

24.4 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

C. Within seven (7) calendar days of receiving notice of the action, the member of the bargaining unit may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative. The department head, director or equivalent official shall issue a written response to the appeal within ten (10) calendar days.

D. Within seven (7) calendar days of receipt of the response in B, the member of the bargaining unit may appeal the decision to the appropriate Dean or Director. The Dean or Director's office, shall issue a written response to the appeal within ten (10) calendar days.

E. The decision of the Dean or Director is final and may not be appealed to arbitration on substantive or procedural grounds.

24.5 Dismissal for Cause Procedures

This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract.

The Parties agree that dismissal for cause during the term of the contract of a Research Assistant or Research Associate shall follow the procedure outlined below:

A. The Research Assistant or Research Associate shall receive a written statement of the reasons for which the action is being initiated.

B. Within seven (7) calendar days of receiving notice of the action, the Research Assistant or Research Associate may make a written request to the initiator of the action to review the decision. The initiator shall issue a written response to the request within fifteen (15) calendar days.

C. Within seven (7) calendar days of receiving the review (see item B above) the Research Assistant or Research Associate may appeal the decision to the appropriate Dean, Director, or Provost. The Dean, Director or Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office is final and may not be appealed to arbitration on substantive or procedural grounds.

E. In cases where the Research Assistant or Research Associate claims and is prepared to show evidence that the Dean, Director, or Provost's decision in (24.5.D) above was arbitrary and capricious, or that the discipline was based on inaccurate facts or that the discipline is too severe for the infraction, the final decision may be appealed to an internal disciplinary review panel. Such appeal must be made within fifteen (15) calendar days of receiving the Dean, Director, or Provost's decision in (24.5.D) above.

F. Composition of the Internal Disciplinary Review Panel for Research Assistants and Research Associates:

The UConn-AAUP shall select one (1) person from within the bargaining unit. The Administration shall select one (1) person from the administration and these two individuals shall choose a third who is mutually agreeable. The third person shall be or have been a principal investigator and/or be very knowledgeable about the management of grant funds. The three person panel shall hold a due process hearing on the Research Assistant or Research Associate's claim and render a decision in writing within twenty-one (21) calendar days of the appeal at (E) above. If the majority of the panel upholds the position of the bargaining unit member, they shall either reduce or rescind the disciplinary action or remand the decision to correct any procedural deficiencies. The decision of the panel shall be final and binding. No disciplinary action, including dismissal for cause, is grievable or arbitrable under the collective bargaining contract.

24.6 Reclassification Process

A. Requests for reclassification (promotion) may be made by either the Principle Investigator (PI) or the Research Assistant or Research Associate and forwarded through the Human Resources department when:

1. The incumbent meets the minimum education and experience requirements of the next level as identified in the criteria listed on the Human Resources webpage. UConn-AAUP will be notified of any changes to the criteria; and

2. When assigned job duties meet the description of the next level.

The method of classification analysis shall be a job audit performed by specialists in the Department of Human Resources.

B. Human Resources shall supply the reclassification application within one (1) week after receiving a written request for reclassification. The Research Assistant/Associate will complete the application and return it to Human Resources together with a copy of their curriculum vitae (CV). The PI, Department Head, and/or Dean/Director will confirm the information on the application, and the application shall be returned to Human Resources.

C. Except in unusual circumstances, within four (4) weeks following receipt of the application, Human Resources will complete its audit. The employee and the PI will be notified in writing of the audit results. In no case shall the delay be more than ninety (90) days from the submission date of the application. Audit results shall not be grievable.

D. If the audit process reveals that an existing higher-level job classification is appropriate, the effective date of the reclassification shall be no more than ninety (90) days from the submission date of the application. The Research Assistant/Associate will have their salary increased by 2% or $1500, whichever is less.

27.7 Probationary Period for Research Assistants and Research Associates

A. New Research Assistants and Research Associates shall serve a probationary period during their first appointment of not less than six (6) months. In the event a probationary employee is dismissed before the end of their probationary period, they shall receive two (2) weeks' notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. In no case shall the dismissal of a Research Assistant or Research Associate during their probationary period or the non-renewal of a Research Assistant or Research Associate at the end of their appointment be grievable under any article of this agreement.

ARTICLE 25

MERIT

Merit is for the recognition of noteworthy contributions to one's department, school, campus or college, the University and or professional discipline through the traditional avenues of teaching, research and service. It is also the most consistent means for moving beyond the cost-of-living increase traditionally recognized through the satisfactory performance increase provision. It is recognized that conditions vary within and among departments in terms of individual expectations, and it is agreed that awards at the various levels are designed to recognize individual achievement.

25.1 This article does NOT refer to Research Assistants or Research Associates paid from grant funds or contracts or to members of the bargaining unit employed in the division of Athletics.

25.2 The merit pool shall be distributed according to the procedures outlined below:

A. The Provost shall establish a contingency fund and shall distribute the remainder of the merit pool at their discretion among the Deans of the schools and colleges and to leadership for units with reporting lines outside of a school or college.

B. The Dean of a school or college shall establish a contingency fund from the merit pool allotted to their school or college by the Provost. The remainder of the merit pool, excluding an amount for department heads' merit and an amount for bargaining unit members not affiliated with an academic department, shall be distributed at the discretion of the Dean among the departments. The Dean shall reserve an amount from the departments' merit pool equal to the merit associated with the department heads' payroll and the payroll of bargaining unit members not affiliated with an academic department. Prior to the beginning of the academic year, the Dean will publish their merit criteria to faculty and for Department Heads within their school.

C. The total amount of the contingency funds of both the Provost and the Deans shall not exceed 30% of the merit pool.

D. Consistent with the procedures outlined in Article 30, in departmentalized schools each department may establish, by a majority vote, the criteria and also may establish priorities or the appropriate weighting of such criteria, that will be used to determine the departmental merit recommendations. In non-departmentalized schools equivalent arrangements shall be established by Deans and faculty members. By means of a procedure approved by a majority of the faculty, departments (and their equivalents in non-departmentalized schools) may establish advisory committees for making recommendations for merit awards to the Department Head. Such committees may also present merit evaluations without mention of a dollar amount to the Dean for their consideration in determining the Department Head's merit award. In the event a department decides to permit the Department Head to establish the criteria and the appropriate weighting for merit recommendations, the Department Head shall inform all members of the bargaining unit in writing of such criteria no later than two months prior to the commencement of the academic year for which merit recommendations will be made.

E. In determining the merit awards for Department Heads, Deans shall consider any department merit criteria for eligible faculty in evaluating the Department Head's contributions in discipline specific areas.

F. Department Heads shall take departmental committee recommendations into consideration when making their own merit recommendations. In concert with the PTR and P&R requirements identified in the By-Laws, merit criteria shall include instructional, scholarly, service, and outreach excellence as appropriate.

G. Prior to the Department Head making a recommendation to the Dean, the Department Head shall inform each bargaining unit member of the merit recommendation for that bargaining unit member. A bargaining unit member has seven (7) calendar days from receipt of the Department Head's recommendation to request a meeting with the Department Head to discuss their merit recommendation. The Department Head shall inform each bargaining unit member when their merit recommendation is submitted to the Dean. The bargaining unit member has fourteen (14) calendar days from the time of the Department Head's submission to the Dean to discuss the Department Head's recommendation with the Dean.

H. On forms provided by the Provost, Department Heads shall forward their merit recommendations for members of their departments, other than themselves, along with recommendations of the advisory committee, to the Dean of the school or college. If a merit award is recommended, it shall be no less than $500.

I. Prior to the Dean making a recommendation to the Provost, the Dean shall inform each bargaining unit member of their merit recommendation if it differs from the department head's recommendation.

J. A Department Head or bargaining unit member not affiliated with an academic department, or Director of non-departmental schools, has seven (7) calendar days from receipt of the Dean's recommendation to request a meeting with the Dean to discuss their merit recommendation.

K. The Dean shall review the recommendations of the Department Head and the departmental advisory committee, if any. The Dean shall forward their own recommendations to the Provost together with the recommendations of the Department Head and the departmental advisory committee, if any.

L. Within two weeks of making their recommendations to the Provost, the office of the Dean shall compile and make available to the departments an abstract of merit recommendations. Similarly, the Dean shall compile and make available to department heads an abstract of merit recommendations for the department heads. Such an abstract will give the number of people receiving a given range of award within the school and/or no award.

M. Departments and interdisciplinary units employing jointly appointed bargaining unit members shall agree upon a merit process for such faculty. The home department shall administer the merit award process and use its own merit criteria. The department will treat contributions towards interdisciplinary scholarship and creative work, the teaching of courses for the home and interdisciplinary unit, and service to the department and interdisciplinary unit according to criteria determined by the department and interdisciplinary unit. The Directors of Institutes and other interdisciplinary units shall advise the home department and department heads of the faculty member's performance in their interdisciplinary field, including the significance of the faculty member's publications within interdisciplinary fields. A designee of the Provost shall establish merit procedures for Institute and Center Directors, and notify them of said procedures at the time of appointment.

25.3 The University will provide UConn-AAUP a list of merit awards by fund and by individual on or before October 1 of the year in which it was awarded.

25.4 Merit awards shall be communicated to the bargaining unit member via the University email system prior to the increase appearing in their paycheck.

25.5 Judgments and decisions of the Provost which result in decrease of more than 35% in the Department Head's recommendations or the Dean's recommendation for department heads are subject to the grievance procedure described below only where there is evidence alleging that the decrease was arbitrary or capricious.

25.6 Merit Grievance Panel

For the purpose of hearing merit grievances, an internal merit grievance panel shall be convened made up of one member of the administration chosen by the Provost, one member of the bargaining unit chosen by UConn-AAUP, and a neutral party chosen by the first two individuals. The panel may either uphold or dismiss the grievance. In a case where the panel upholds the grievance, it shall recommend an appropriate merit award; however, in no case shall the panel award more than what the Department Head had originally proposed. The decision of the panel is final and is not grievable or arbitrable. Grievances on merit must be presented to the University Official in charge of collective bargaining within fourteen (14) calendar days of the receipt of the Provost's letter notifying the employee of their merit awards.

ARTICLE 26

TEMPORARY EMPLOYEES

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Adjunct Faculty, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.

26.1 For the purpose of signifying the temporary nature of any title in the bargaining unit or that an appointment is funded by a grant or contract, the word "visiting" may precede the title. Temporary "visiting" appointments, unless funded by a grant or contract, shall be limited to a maximum duration of three (3) years. The duration of a visiting appointment may be extended beyond three (3) years for good cause with the agreement of the UConn-AAUP. If a visiting appointment is converted to a continuing appointment covered by Article 13, all years of prior service as visiting shall be credited to eligibility for multi-year appointments.

26.2 Sick Leave

A. Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University of Connecticut By-Laws, (as set forth in Article 8.3). Employees may be required to provide an acceptable medical certificate.

B. There shall be no carry-over of sick leave or vacations beyond the end dates of a grant or employment contract.

26.3 Notice of Termination

A. In the event of programmatic change, low course enrollment, or bona fide fiscal constraints, during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

1. Faculty with semester appointments shall receive thirty (30) calendar days' notice. After the first day of class for the course, payment must be made for the remainder of the semester.

2. Annual appointments with less than three (3) years of continuous employment, or semester appointments with six (6) or more consecutive semesters of employment, shall receive forty-five (45) calendar days' notice.

3. Annual appointments with more than three (3) years of continuous employment shall receive sixty (60) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

26.4 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

C. Within seven (7) calendar days of receiving notice of the action, the bargaining unit member may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative. The department head or equivalent official shall issue a written response to the appeal within ten (10) calendar days.

D. Within seven (7) calendar days of receipt of the response in B, the bargaining unit member may appeal the decision to the appropriate Dean or Director. The Dean or Director's office shall issue a written response to the appeal within ten (10) calendar days.

E. The decision of the Dean or Director's office is final and may not be appealed to arbitration on substantive or procedural grounds.

26.5 Dismissal for Cause Procedures for Temporary Employees

The Parties agree that disciplinary action resulting in loss of pay or dismissal for cause of a temporary employee during the term of an employment contract shall follow the procedure outlined below:

A. The bargaining unit member shall receive a written statement of the reasons for which the action is being initiated.

B. Within seven (7) calendar days of receiving notice of the action, the bargaining unit member may make a written request to the initiator of the action to review the decision. The initiator shall issue a written response to the request within fifteen (15) calendar days.

C. Within seven (7) calendar days of receiving the review (see item B above) the bargaining unit member may appeal the decision to the appropriate Dean, Director, or Provost. The Dean, Director, or Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office, is final and may be appealed to arbitration on procedural grounds only.

26.6 Notice of Non-Renewal

A. Temporary employees shall be entitled to notice of non-renewal or pay and benefits for which the bargaining unit member is eligible under the applicable plans in lieu thereof according to the following schedule:

1. With three (3) or less years of continuous employment, bargaining unit members shall receive thirty (30) calendar days' notice.

2. After continuous employment of more than three (3) years, bargaining unit members shall receive sixty (60) calendar days' notice.

B. Non-renewal of a temporary appointment at the expiration of the appointment period shall not be grievable.

26.7 Adjunct Faculty

A. The University shall determine minimum enrollment requirements and inform the UConn-AAUP.

B. The maximum number of credits an adjunct may teach in any one semester is eight (8). Exceptions to this rule must be approved in writing by the UConn-AAUP and the Department of Human Resources.

C. Multi-year Contracts

1. Adjuncts employed prior to July 1, 2017 who have been continuously employed for ten (10) consecutive semesters, shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct member of the bargaining unit shall not be deemed to have a break in service if: no course is available, the adjunct bargaining unit member's assigned course is assigned to a full-time member of the bargaining unit, or if the bargaining unit member is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

2. New adjuncts, employed on or after July 1, 2017, who have been continuously employed by the University for twelve (12) consecutive semesters shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct member of the

bargaining unit shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time member of the bargaining unit, or if the bargaining unit member is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

3. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

4. Multi-year contracts are defined as having a term of at least three academic years and remain in effect during semesters when the adjunct is unavailable due to documented medical reasons or other basis to which the adjunct and the department head and/or campus director agree, including no course is available, and/or the member's assigned course is assigned to a full-time member of the bargaining unit, or if the member of the bargaining unit is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications.

5. In the event a department terminates an adjunct member of the bargaining unit with a multi-year appointment due to programmatic change or bona fide fiscal constraints under Article 26.3, the department will regard that adjunct's receipt of a multi-year appointment as a favorable factor in consideration for future assignments for which the adjunct is qualified.

D. If an Adjunct is to be appointed, the following will prevail.

1. An adjunct faculty shall have a right of first refusal to teach the lab sections associated with any course section in which that adjunct was the instructor of record.

2. Compensation for adjuncts appointed to lab sections associated with credit courses will be at the UConn-AAUP negotiated rate and with benefits set forth in paragraph 26.7.I of this Article.

3. No adjunct shall be paid during a semester in which they do not teach or do not perform formalized non-teaching assignments.

E. Evaluation of adjunct teaching may include, among other elements, classroom observations and student evaluations of teaching. Replacements during the term of an employment contract for reasons of teaching related qualifications may also be made based on a demonstrable need for better qualifications. In such circumstances the University shall notify the affected adjunct faculty member thirty (30) calendar days prior to the first day of the course or the affected adjunct faculty member will receive pay in lieu thereof for the prorated portion of the thirty (30) calendar days' notice period not given.

F. Formalized non-teaching assignments for adjunct faculty, such as advising, curriculum development, etc. shall be compensated based upon pro-rated load credits.

G. Adjunct faculty with a multi-year contract shall be entitled to meet with their respective Department Head and/or Campus Director (and UConn-AAUP representative if requested) and be provided with reasons for the non-reappointment or reassignment. After meeting with the Department Head and/or Campus Director, upon request, such bargaining unit member

(and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or their designee. The Dean or their designee may overturn the non-reappointment or non-assignment.

Except as provided by Article 5, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments or reassignments of adjunct faculty on multi-year appointments.

H. Adjuncts who teach both the lecture and lab section of a course will be paid as an adjunct for the lecture and for each lab section.

I. Adjunct Benefits

Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two (2) semesters following any appointment, unless the adjunct is terminated for cause.

ARTICLE 27

DISCIPLINE FOR TENURED AND/OR TENURE-TRACK FACULTY

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain members of the bargaining unit in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system. Each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct.

A. Discipline and dismissal for tenured or tenure-track faculty shall be for just cause such as:

1. neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, failure to meet continuing educational requirements, or to fulfill professional commitments;

2. insubordination, serious misconduct, or non-compliance with University of Connecticut By-Laws (as set forth in Article 8.3); noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes), or with University, State, or Federal regulations governing research;

3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, tenure, salary increase, or other benefit;

4. sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations.

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay.

1. The faculty member shall receive in writing a statement from the Dean's office of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request from the Dean a hearing with a UConn-AAUP representative present, should the faculty member so desire. This hearing shall be held within fifteen (15) calendar days of the faculty member's written request. The Dean's Office shall issue a written recommendation following the hearing within fifteen (15) calendar days.

3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to submit a written appeal to the Provost. At such appellate hearing, the faculty member shall have the right to be represented by the UConn-AAUP. The Provost's Office shall issue a written decision following the appellate hearing.

4. The decision of the Provost's Office may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.3 above but shall not be grievable to arbitration.

D. If the Provost or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place or the opportunity to have such a hearing has been afforded to the faculty member, and only after discussion with the UConn-AAUP.

1. In the event the discipline is performance related, as defined in A.1 above, and involves the loss of or reduction in salary, and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner. In the event the discipline is for serious misconduct, this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that the Promotion, Tenure and Reappointment ("PTR") procedures should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR process be construed as falling under this Article.

G. In investigations conducted by the University, UConn-AAUP or a bargaining unit member will be provided with an update as to the status of the investigation upon request and shall receive notification of the closing of an investigation resulting in a finding of no violation of University policies within five (5) business days.

ARTICLE 28

STUDENT EVALUATIONS OF TEACHING

The Student Evaluation of Teaching (SET) can productively inform teaching effectiveness in particular areas. In gauging teaching effectiveness, however, SETs are not to be used as the sole criterion of teaching for disciplinary measures, promotion, tenure or reappointment, or for non-reappointment with respect to full-time members of the bargaining unit and adjunct faculty who have been employed by the University for at least five (5) semesters over a five (5) calendar year period, including summer sessions (which collectively count as one semester each calendar year). Nothing contained in this Article shall be interpreted to suggest there is any expectation of continued employment at the expiration of a contract.

ARTICLE 29

PATENT RIGHTS

The terms and conditions concerning patent rights, as outlined in section 10a-110b, 10a-110c and 10a-110d of the Connecticut General Statutes, shall be incorporated by reference and together with current practice are understood to guide the University in matters related to the ownership of inventions and employees' share of proceeds from inventions.

ARTICLE 30

FACULTY PARTICIPATION IN DEPARTMENT GOVERNANCE

30.1 Statement of Principle

A. By virtue of their command of their disciplines, University faculty shall participate in the governance of the departments in which they will exercise their judgments. Governance shall take the form of selection and evaluation of faculty members, department heads and other departmental administrative positions, curriculum development and oversight, research directions, and utilization of financial resources. The sections that follow ensure meaningful participation by department faculties, including the assurance of procedural regularity and fair play.

B. In this Article, references to "department" shall also include interdisciplinary academic units similar to a department.

30.2 Contractual Governance

Each Department, or School where a Department does not exist, shall maintain Department governance documents that shall be consistent with the collective bargaining agreement and the governance documents of the relevant School/College and the University. Each department or school/college faculty shall develop Department/School governance documents for the governance of their units. The following Department governance documents shall be required for each Department/School:

A. By-laws

B. Performance Review

C. Merit Criteria

D. Promotion, Tenure, and Reappointment (PTR)/Promotion and Reappointment (P&R)

E. Workload Policies

F. Evidence of Teaching Effectiveness Beyond SET

G. Departmental Administrative Positions

These documents shall be drafted by faculty-elected department committees and shall require approval by a majority of eligible Department voters. The documents will be forwarded by the department to the appropriate Dean and to UConn-AAUP by January 1, 2023. Subsequent revisions will be forwarded by the department to the appropriate Dean and to UConn-AAUP, as those revisions become available.

30.4 Deans shall review these Departmentally approved documents to ensure they are consistent with the By-Laws, governance documents, and policies of the School/College and the University.

30.5 Departments shall adhere to these practices when drafting or updating the aforementioned documents.

A. By-Laws – the By-Laws of each Department/School shall include *inter alia* determination of criteria for eligible voters

B. Performance Review

1. The parties agree that the purpose of the Performance Review is to promote, maintain, and enhance excellence in job performance and to foster informed communication between bargaining unit members and their supervisor(s).

a. The Performance Review shall be based upon each bargaining unit member's assigned duties in teaching, service, research, and/or clinical work including duties associated with extension and any administrative appointment held by the member.

b. The Performance Review should clarify or establish the faculty member's assigned duties in teaching, service, research, clinical work, and/or extension for the next year.

c. The Performance Review is an opportunity for faculty members and their academic unit heads to discuss a faculty member's ambitions and aspirations within the University and the profession, including teaching preferences and progress toward promotion.

2. Each department or equivalent unit is responsible for developing procedures and criteria to conduct a Performance Review of faculty members appropriate to their disciplines. The procedures and criteria must address review of jointly appointed faculty.

3. Each year, the academic unit head shall provide a written summary to the faculty member. At a minimum, the summary shall:

a. State the faculty member's anticipated workload for the next academic year;

b. Provide formative feedback in the performance review commenting upon their performance in each area of assigned duties (research, teaching, service, extension, and/or clinical work).

c. Conclude whether the faculty member's performance is satisfactory or unsatisfactory.

4. Unsatisfactory Performance Review

Department Heads or equivalent officials shall give a faculty member at least four (4) months' warning before issuing an unsatisfactory Performance Review.

a. The warning shall trigger a meeting among the member, department head or equivalent official, and appropriate representative of the UConn-AAUP, if requested, to develop a plan to achieve a satisfactory Performance Review.

b. Failure to meet the standards enunciated in the plan shall be considered just cause for an unsatisfactory Performance Review.

c. The member shall have the right to appeal any unsatisfactory Performance Review through the grievance procedure. Discipline for just cause under Articles 13 or 27 shall not be subject to this requirement.

C. Merit Policies –must be consistent with Article 25 of the Collective Bargaining Agreement

D. Promotion, Tenure and Reappointment (PTR) and Promotion and Reappointment (P&R)

1. Each Department shall have a Departmental PTR Advisory Committee for tenured and tenure-track members of the bargaining unit selected according to a method approved by a majority of the Departmentally determined eligible faculty voting members. This Committee:

a. Shall advise the Department Head on promotion, tenure, and reappointment;

b. Shall review the bargaining unit member's PTR file and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, extension work, and service of the individual under consideration, basing its evaluations on the criteria listed in the relevant articles of the By-Laws of the University of Connecticut (as set forth in Article 8.3). This evaluation should take into account the assignments of the individual;

c. Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;

d. Shall follow prescribed procedures outlined in the Provost's Guidelines on Promotion, Tenure, and Reappointment.

2. A separate P&R Advisory Committee may be established by the department for reviewing non-tenure-track members of the bargaining unit for promotion and reappointment, or that responsibility may be delegated to the PTR Advisory Committee. This committee:

a. Shall advise the Department Head on promotion and reappointment;

b. Shall review the bargaining unit member's P&R file and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, clinical extension work and service of the individual under consideration, basing its evaluations on the criteria listed in the relevant articles of the By-Laws of the University of Connecticut (as set forth in Article 8.3). This evaluation should take into account the assignments of the individual;

c. Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;

d. Shall follow prescribed procedures outlined by the Provost's Office as well as those of the School/College in which the bargaining unit member is employed.

D. Workload Policies – Workload policies shall be consistent with other articles contained in the Collective Bargaining Agreement. Each department shall develop criteria for measuring workload and shall develop baseline workload expectations that bargaining unit members must perform each academic year (*e.g.,* through teaching, research, service, outreach, clinical work and/or extension).

1. The criteria should permit both individual bargaining unit members and department heads and equivalent officials to reasonably determine if a member has satisfied the criteria.

2. For members of the bargaining unit, any significant departure from documented effort allocation or expectations shall be made only after discussion with the member.

3. The department will publish its workload policies, including the criteria for measuring workload, at least 120 calendar days prior to the effective date of the policy or any change thereto, and in a location accessible to members of the bargaining unit in the department.

E. Evidence of Teaching Effectiveness Beyond SET – Each department shall develop guidelines that provide effective teaching assessment beyond SET for those who have teaching duties.

F. Departmental Administrative Positions – Each department shall develop processes for the selection and review of departmental administrative positions held by members of the bargaining unit (including, but not limited to, associate department head(s), graduate or undergraduate director/coordinator) on an ongoing basis, if any.

ARTICLE 31

PROMOTION, TENURE, AND REAPPOINTMENT

The parties agree to establish a joint labor-management committee to review the University's Promotion, Tenure, and Reappointment ("PTR") and Promotion and Reappointment ("P&R") procedures, including all documents and related forms.

A. The purpose of the committee shall be to make recommendations to the Provost for changes, if any, to the PTR/P&R procedures. If the Provost determines to make any changes to the PTR/P&R procedures based upon the committee's recommendations, involvement by the UConn-AAUP shall be in accordance with Article 8.

B. The UConn-AAUP may appointment up to five (5) members of the bargaining unit to serve on the committee. The Provost may designate up to five (5) members of the administration to serve on the committee. The University Senate, pursuant to its by-laws and procedures, may designate one (1) member of the Faculty Standards committee who is also a member of the bargaining unit to serve on the committee.

ARTICLE 32

OFFICE/RESEARCH/INSTRUCTIONAL SPACE AND TECHNOLOGY

An adequate academic working environment and supporting services and technology necessary to perform assigned duties promote effective teaching, learning, and research.

32.1 The Administration shall manage office, research and instructional space, including room capacity and configuration, location, and appropriate technology necessary to perform assigned duties, in an equitable manner consistent with institutional and pedagogical needs and the obligation of members of the bargaining unit to comply with FERPA. The availability, location, and nature of the office, instructional and research space and technology necessary to perform assigned duties shall be determined by the Administration.

32.2 The nature of any equipment or support for technology necessary to perform assigned duties shall be determined by the Administration. The Administration may require a faculty member to demonstrate a need for the University to provide the equipment or support. Any equipment provided by the University remains property of the University.

32.3 The Administration will consider input from the bargaining unit member about space and technology necessary to perform their assigned duties. It is the obligation of the bargaining unit member to bring to the attention of their department head or other supervisor any unique or specific space or technology needs necessary to perform their assigned duties.

32.4 This article on office/research space and technology shall be neither grievable nor arbitrable.

ARTICLE 33

AGRICULTURAL EXTENSION

The University By-Laws (as set forth in Article 8.3) concerning academic tenure apply to tenured and tenure-track faculty in Agricultural Extension.

ARTICLE 34

TENURE APPEAL

34.1 In the event that a vote in favor of tenure for a faculty member by a departmental PTR committee, a Dean's Advisory Council, and the Provost's Faculty Review Board are all overturned by the Provost of the University and the faculty member has evidence that the Provost's decision may have been arbitrary and capricious, the Provost's decision may be appealed to a Select Committee chosen by the Senate Executive Committee. The appeal must be made within thirty-seven (37) calendar days of the faculty member receiving the decision of the Provost denying their tenure.

34.2 The Senate Executive Committee shall nominate nine (9) tenured members of the faculty who are all in the bargaining unit to serve on the committee and the University and the UConn-AAUP may each strike two (2) names from the list of nominees. In the event that more than five (5) names remain after the completion of the process, the Senate Executive Committee shall designate five (5) tenured faculty members from the bargaining unit to serve as the Select Committee. The parties understand that time is of the essence in this process, and in no case shall it take longer than fourteen (14) calendar days for the selection of the Select Committee. The decision of the Select Committee shall be rendered no later than August 1.

34.3 If the five-member Select Committee finds, after hearing the evidence from each side, that arbitrary and capricious action was, in fact, the basis for the Provost's decision, the aggrieved faculty member shall be recommended for tenure through the Provost to the Board of Trustees.

34.4 No bargaining unit member may pursue a tenure appeal pursuant to this Article if they have also pursued, or are in the process of pursuing, a tenure appeal pursuant to the University's By-Laws (as set forth in Article 8.3). No bargaining unit member may pursue a tenure appeal pursuant to the University's By-Laws (as set forth in Article 8.3) if they have also pursued, or are in the process of pursuing, a tenure appeal pursuant to this Article.

ARTICLE 35

PARKING

35.1 The UConn-AAUP will have a representative on the Transportation Advisory Committee. Bargaining unit members will be afforded one "free" ticket per semester where it can be demonstrated that the member had paid for parking and none was available (handicapped and fire lanes excluded).

35.2 Annual Increase:

The University has the right to increase parking fees in the existing Storrs rate schedule as follows. The annual increase does not apply to adjuncts. Those increases are in Section 4.

At the beginning of each fiscal year, parking fees for all types of permits in a given fiscal year shall be increased by a factor equal to the annual percentage increase in base salary exclusive of merit-rounded to the nearest whole dollar amount effective that same fiscal year. The percentage increase shall be applied to the parking fee in effect at the time of the annual increase. In any year there is zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

The University will maintain designated Area 3 parking as free for bargaining unit members.

35.3 Area 2 Sliding Scale:

A. Bargaining unit members shall be eligible to purchase Area 2 parking permits at a reduced cost according to a sliding scale based on base salary:

Percentage of Area 2 Rate	Base Salary
50%	Up to $53,561
75%	$53,562-$80,342
100%	$80,343 and up.

B. At the beginning of each fiscal year, the base salary in the Area 2 sliding scale will be increased by a factor equal to the annual percentage increase in base salary exclusive of merit rounded to the nearest whole dollar amount effective that same fiscal year. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the base salary in the sliding scale.

35.4 Adjunct Faculty

At the beginning of each fiscal year, parking fees for adjunct faculty shall be increased by a factor equal to the same percentage increase in the same fiscal year as the adjunct base rate specified in Article 19. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

35.5 Regional Campuses:

The University will provide Area 2 parking for all faculty at regional campuses. Parking rates at campus locations other than Storrs, except as noted below, shall be the same as the Area 2 rates at the Storrs campus. Bargaining unit members purchasing parking permits at the campus at which they are primarily employed shall have the parking permit honored at comparable or lesser types of parking at other campuses when travelling to such locations for University business.

The University reserves the right to also provide non-Area 2 parking at any campus. If non-Area 2 parking is made available to bargaining unit members, the rates will be negotiated with UConn-AAUP.

35.6 Parking Garages

For parking permits in garages opened on or before June 30, 2022, at the beginning of each fiscal year, the University may increase the parking fees by the percentage provided for in Article 35.2, plus an additional percentage factor not to exceed the merit pool for the same fiscal year.

ARTICLE 36

FLEXIBLE SEMESTERS

The University and the UConn-AAUP recognize the importance of encouraging research activity during the academic year, which is agreed to be the primary appointment period of most faculty. Adjustments in the academic calendar may require increased flexibility in research scheduling.

There may be situations when summer teaching is required as part of a faculty member's normal appointment. Otherwise, on a voluntary basis and with the approval of the department head or equivalent official and Dean, and with notice to the Office of Summer and Winter Programs, a faculty member may be allowed to substitute a summer teaching assignment for a fall or spring teaching obligation. This exchange will be considered as part of the faculty member's regular teaching load and will not be eligible for extra compensation. If a course is cancelled by Administration after completion of an exchange agreement, the faculty member's obligation will have been met. The University shall adopt necessary procedures for the implementation of this agreement, and they shall apply equally to all academic departments and interdisciplinary units. Such voluntary changes are understood to be in the best interests of the University and the faculty member, and, therefore, Promotion Tenure and Reappointment (for tenured and tenure-track faculty), Promotion & Reappointment (for non-tenure track faculty), merit and other evaluations will be adapted to take into account such flexible scheduling.

ARTICLE 37

ATHLETICS

This article pertains to bargaining unit members in the following titles:

Head Coach, Associate Head Coach and Assistant Coach;

Trainer

Specialist IA, IIA, IIIA, IVA

Tier 1 NCAA Team Sports: Football and Basketball

Tier 2 NCAA Team Sports: All other NCAA Team Sports Offered at the University

37.1 All bargaining unit members in this article may be hired or renewed for multiple year contracts. However, in no case may an Associate Head Coach (Tier 1 or Tier 2), an Assistant Head Coach (Tier 1 or Tier 2), or a Specialist (Tier 1, but excluding Trainers) be hired or renewed for a term longer than the head coach in their sport. In situations where the contract term for an existing coach has expired, the terms and conditions of the previous contract may be applicable and remain in effect until a new agreement is in place so long as the parties agree prior to the expiration of the existing contract term.

37.2 New bargaining unit members shall serve a one (1) year probationary period. In the event the probationary employee is dismissed before the end of their probationary period, they shall receive one (1) month's notice or pay and benefits for which they are is eligible under the applicable plans in lieu thereof.

37.3 Following the probationary period, Trainers and Specialists in Tier 2 NCAA Team Sports shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal shall be afforded according to Section 37.6 below. Beginning in the seventh year, or prior to the seventh year upon recommendation of a supervisor and approval by the Athletic Director or equivalent official, reappointed Trainers and Specialists in Tier 2 NCAA Team Sports shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed in 37.6 below.

37.4 Unless otherwise specified in this Article, neither the dismissal of bargaining unit members during their probationary period, nor the non-renewal of bargaining unit members prior to receiving a multi-year appointment shall be grievable, except pursuant to Article 5 (Non-Discrimination). In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

37.5 This section applies only to Tier 1 NCAA Team Sports

A. Any new bargaining unit member employed in Tier 1 NCAA Team Sports must be employed exclusively in Tier 1 NCAA Team Sports.

B. In those instances where a head coach of a Tier 1 NCAA Team Sport has a five-year appointment, bargaining unit members supporting that sport in the titles covered in this Section may be appointed to varying employment terms which coincide with the employment term of the head coach. However, in no case may an Associate Head Coach, Assistant Head Coach, or Specialist in Tier 1 NCAA Team Sports (excluding Trainers) be hired or renewed for a term longer than the head coach in their sport.

C. When a head coach of a Tier 1 NCAA Team Sport is separated for any reason before the end of their contract, a bargaining unit member in the titles covered in this Section may be terminated with the following notice:

1. Employees with less than one year's service shall receive ninety (90) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice;

2. Employees with at least one year of service shall receive one hundred eighty (180) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice.

37.6 Notice of Non-Renewal

Notice of non-renewal, or salary and benefits for which they are eligible under applicable plans in lieu thereof, shall be afforded according to the schedule below

Probationary employees shall receive 14 calendar days' notice.

After one (1) year of non-probationary employment: sixty (60) days' notice;

After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) days' notice.

After receiving a multi-year contract: 300 days' notice

37.7 Members Previously in Article 13

On or before December 31, 2017, the UConn Administration shall conduct an audit of all members of the unit covered by this Article to determine if any such members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet to discuss the matter and determine what action should be taken. If a bargaining unit member is qualified for a multi-year contract, such contract will be offered and the UConn-AAUP will be consulted with respect to changed assignments and compensation, if warranted. Nothing herein shall prevent the UConn-AAUP from discussing prior to completion of the audit any specific individuals it believes may be eligible for a multi-year contract.

37.8 At the discretion of the University, a bargaining unit member in the titles covered in this Article who is required to utilize a wireless communication device to perform their official duties may receive compensation in the form of a stipend to cover business-related use of a personally owned mobile device. Use of the device, including eligibility for and the amount of the stipend, shall be determined in accordance with University policy, as may be amended from time to time.

37.9 Following a negotiated agreement with UConn-AAUP, teams may move from one tier to another.

37.10 Evaluation System

The parties agree that the purpose of an evaluation system is to ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank.

37.11 Evaluation Procedures

A. All formal evaluations shall be conducted in accordance with procedures developed by the Department of Athletics. Evaluation procedures shall be in writing and shall not solely rely upon student athlete evaluations. The Department shall establish and publish such evaluation procedures on or before December 31, 2017. Subsequent changes in such procedures shall also be published.

B. Written evaluations shall be shared with the bargaining unit member within fourteen (14) calendar days of the time they are completed. The bargaining unit member shall sign the evaluation solely for the purpose of acknowledging that they have read it and shall be given a copy for their records.

C. An employee shall have the right to append a response to their evaluation.

37.12 Dismissal for Just Cause

The parties wish to encourage open communication between administrators and bargaining unit members in the titles covered in this Article and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a bargaining unit member in the titles covered in this Article should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the provisions of Article 3 on academic freedom apply to all bargaining unit members in the titles covered in this Article.

A. Discipline or dismissal during the term of an employment contract shall be for just cause. Non-renewal of all bargaining unit members covered by this Article shall not require just cause, except for Trainers and Specialists in Tier 2 NCAA Team Sports. Just cause is defined to mean:

1. Neglect of assigned responsibilities, incompetence, or failure to fulfill professional commitments.

2. Insubordination or serious noncompliance with the University of Connecticut By-Laws, (as set forth in Article 8.3), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;

3. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, salary increase, or other benefit;

4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations;

5. Repeated, documented failure to meet generally accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Paragraphs 37.10 and 37.11 above.

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay during the term of any employment contract:

1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement in 37.12(B)(1) above, the bargaining unit member may request a hearing before the Director of Athletics or their designee with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the employee's request.

3. Within seven (7) calendar days of receiving the recommendation in 37.12(B)(2) above, the bargaining unit member shall have the right to submit a written appeal to the President or their designee who must be outside the Athletic Department. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP.

4. The decision of the President or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement. Non-renewal of a contract at the expiration of the appointment term shall not be grievable for all bargaining unit members covered in this Article except Trainers and Specialists in Tier 2 Sports.

C. A Deputy Director of Athletics or equivalent official not a member of the bargaining unit may issue written warnings and written reprimands following discussion with the bargaining unit member, which member may request attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through Step 37.12.B.3 above but shall not be grievable to arbitration.

D. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

37.13 Immediate Suspension and Loss of Salary

A. If the Director of Athletics or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with pay until the hearings described in 37.12(B)(2) and 37.12(B)(3) above have taken place, or the opportunity to have such hearings has been afforded the grievant, and only after discussion with the UConn-AAUP.

B. In the event the discipline involves the loss of salary and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at 37.12(B)(1), whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

37.14 In cases where a non-probationary bargaining unit member claims that their procedural rights under 37.10 and 37.11 of this Article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this Agreement.

37.15 This Article will be subject to a reopener as set forth in the parties' side letter of March 3, 2022.

ARTICLE 38

SUMMER AND WINTER COMPENSATION

38.1 Compensation

Compensation of full-time faculty who hold academic appointments during the regular academic year and who teach credit bearing courses during the summer or winter sessions are paid as described in A.1 and A.2 below, unless teaching such courses is part of the bargaining unit member's regular teaching load. The summer and winter academic programs are self-supporting based upon fee revenue from program participants.

A. Traditional Credit Courses

1. Non-W Credit Courses: Effective May 7, 2022, three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of $1,794 per credit for enrollments up to and including eight (8) students. $210 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2022, faculty will be paid a base salary of $1,830 per credit for enrollments up to and including eight (8) students. $220 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2023, faculty will be paid a base salary of $1,866 per credit for enrollments up to and including eight (8) students. $230 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

2. W Credit Courses: Effective May 7, 2022, three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of $1,794 per credit for enrollments up to and including eight (8) students. $230 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2022, faculty will be paid a base salary of $1,830 per credit for enrollments up to and including eight (8) students. $235 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2023, faculty will be paid a base salary of $1,866 per credit for enrollments up to and including eight (8) students. $240 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

3. Load adjustment: Full-time faculty who teach during summer or winter sessions may be given a load adjustment for either the next occurring spring or fall semester in consultation with the Department Head or equivalent official upon prior approval of the Dean of the affected school or college. If a load adjustment is not arranged, the faculty member will be compensated according to the above formula.

4. Team Taught Courses: The Department Head or equivalent official, with the prior approval of the Dean of the affected school or college, will assess the number of credits each faculty member is responsible for and each faculty member will be paid proportionally according to the above formula as appropriate.

5. Adjunct Faculty: Adjunct faculty who teach during the regular academic year shall be paid the same rate when teaching the same course(s) during the summer or winter.

B. Non-Traditional Credit Courses: Independent Studies, Practica, Fieldwork, Internships, and Similar Non-Traditional Courses

Faculty teaching non-traditional credit courses shall receive 50% of the course fee paid by the students up to a maximum of 12% of the faculty member's normal academic year salary or 12% of the University-wide full professor average salary, whichever is less.

C. Masters or Doctoral Courses Numbered 5960 and 6960

When student course fees in the Masters or Doctoral courses numbered 5960 and 6960, or their successor numbers, is part of a need-based financial aid package, the course fees shall not be part of the fee sharing arrangement specified for independent study. Such course fees will be returned to the Graduate School for assistance to other graduate students eligible for such aid.

D. Lab Preparation

For lab courses requiring that the professor personally prepare specimens, chemicals, specialized equipment, or the like, there will be an additional $500 payment above the instructional rate.

E. Course Preparation

If a class that a faculty member has not previously taught during the academic year, the summer or winter is cancelled, the faculty member will receive $400 per credit as compensation for course preparation. A faculty member may receive course preparation pay for the same course only once.

F. Incentives

In exceptional cases, the Dean of the appropriate school or college may offer financial incentives to faculty members who teach high demand courses during the summer and winter sessions. Notice of any such financial incentives will be provided to the University official in charge of collective bargaining who will provide such information to the UConn-AAUP upon request.

G. Exceptions to Compensation Formula

The compensation formula and/or salary maximum may be waived in exceptional cases by the Dean of the appropriate school based upon academic demands, availability of qualified faculty, and/or programmatic requirements. Situations in which the compensation formula may be waived may include, but are not limited to, teaching of new courses or courses required for graduation with lower enrollments and teaching of courses where enrollment is limited by external factors (*e.g.* licensure or accreditation requirements). Notice of any such waivers will be provided to the University official in charge of collective bargaining who will provide such information to the UConn-AAUP upon request.

38.2 Administration of Summer and Winter

A. Though the Parties consider teaching in summer or winter sessions to be a service to the students, faculty activity in such a session will not be considered in evaluations relating to the amount or award of merit, unless teaching such course is part of the bargaining unit member's regular teaching load or the departmental merit practices specifically include consideration for summer or winter teaching.

B. Participation by faculty will be on an entirely voluntary basis and nothing in this Agreement precludes the employment of either adjunct faculty or graduate students as instructors, if faculty do not volunteer when course proposals by academic units are solicited.

C. A faculty member who agrees to teach a summer or winter course may not later decline to teach it absent good cause. A faculty member who declines to teach a course without good cause may be refused the opportunity to teach in future summer and winter-sessions.

D. The University reserves the right to cancel classes due to low enrollment.-Notice to affected faculty will occur no later than the last business day before the start of the session in question.

E. The normal academic year salary is defined as the annual salary rate less longevity pay.

F. For purposes of determining compensation in Article 38.1.A, enrollment numbers shall be based upon the number of paying students as of the end of the add/drop period for the applicable session.

G. Reimbursement for travel to other campuses will be for mileage only and will be paid at the rate established in the collective bargaining agreement.

38.3 Changes to Summer and Winter Session Calendar

If the University considers changes to the calendar during winter and summer sessions, the UConn-AAUP shall be afforded the opportunity to participate in discussions with the University concerning these proposed changes. Nothing in this paragraph is intended to or shall be construed as creating an obligation for the University to negotiate or bargain with the UConn-AAUP over these proposed changes.

38.4 Extra-Compensation

In accordance with University policies and procedures, faculty members teaching during the summer and winter sessions may accumulate funds in a special departmental account to be used by the member of the bargaining unit for legitimate professional expenses, with prior approval of the Department Head or equivalent official. The University will process the transfer of funds to the bargaining unit member's special departmental account in an expeditious manner, but not to exceed two (2) pay periods from the end of the applicable session.

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF ONLINE COURSES

39.1 The Parties agree with regard to the development of online credit courses for extra compensation by full-time members of the bargaining unit, as follows:

A. The *Online Credit Course Development and Intellectual Property Agreement* ("Online Course Development Agreement") (*See* Appendix C) shall be used until the expiration of the Parties' collective bargaining agreement.

1. In order for a bargaining unit member to receive extra compensation for development of an online course, they must execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be $2,750 per course credit hour.

2. The "right of first refusal" contained in the Online Credit Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials developed by them. If the developer declines or is unavailable (*e.g.* the faculty member is on leave or has departed the University) to teach the course, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Use or adaptation of the developer's material by another instructor does not abridge the developer's future right of first refusal unless they are no longer employed at the University. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the materials during any term or session.

B. For team developed courses (*e.g.* courses developed by two or more full-time bargaining unit members):

1. All members of the developing team shall be required to sign the Online Course Development Agreement

2. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course, which shall be no less than the amount paid to a single developer.

3. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.

C. The University will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. The developers retain rights to their intellectual property in accordance with U.S. law and the University's *Intellectual Property and Commercialization Policy*. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course.

39.2 Teaching of an online course during the traditional academic year (*e.g.* Fall and Spring semesters) shall be considered part of the bargaining unit member's workload.

39.3 Adjunct faculty members may be hired to develop an online course for compensation on a "work for hire" basis.

A. Minimum compensation for an adjunct faculty member developing an online course for compensation shall be $2,750 per course credit hour.

B. The University will have the non-exclusive right to use all course materials developed by the adjunct faculty member for compensation ("Course Materials"), including any copyrighted material and any materials the adjunct faculty member develops while teaching the class. The adjunct faculty member may use the content they created without further consent or approval of the University in any scholarly or creative works or to teach similar courses at other institutions.

C. An adjunct faculty member who develops an online course for compensation will have a limited "right of first refusal" to teach the course with the Course Materials relative to other adjunct faculty members. This limited "right of first refusal" means that the adjunct faculty member shall be given the opportunity to teach all sections of the course to be taught using the Course Materials before it is offered to another adjunct faculty member, provided that the adjunct faculty member's performance is satisfactory and teaching of the course does not cause the faculty member to exceed eight (8) credits in the semester. If the adjunct faculty member declines to teach the course, if their performance is unsatisfactory, or if teaching of the course will cause the adjunct faculty member to exceed eight (8) credits in the semester, the Course Materials may be used and/or adapted by another adjunct faculty member without further compensation to the adjunct faculty member who developed the materials.

D. Each year of this agreement, the University will provide the UConn-AAUP with a list of adjunct faculty members who have been hired to develop an online course for compensation on a "work for hire" basis.

E. The parties shall develop an Online Course Development and Intellectual Property Agreement for Adjunct Faculty.

ARTICLE 40

DURATION OF AGREEMENT

40.1 This agreement shall be in full force and effect from July 1, 2021 through June 30, 2025. There shall be a reopener limited for the period of July 1, 2024 through June 30, 2025 to include the following, effective no later than August 23, 2024:

A. A general wage increase (GWI)

B. Merit pool

C. Minimum adjunct compensation

D. Summer and winter session compensation

40.2 The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed two years.

ARTICLE 41

COMPENSATION FOR EXPERIENTIAL GLOBAL LEARNING

This Article pertains to members of the bargaining unit who teach in Experiential Global Learning programs, including Education Abroad, that are administered by the Office of Global Affairs and funded by student fees for participation in the program.

41.1 Compensation

A. Instructional Responsibilities

1. Bargaining unit members who teach in an Experiential Global Learning program as part of their regular teaching load, who receive course release for such teaching, or who are otherwise compensated for such teaching will receive no additional compensation from the Office of Global Affairs.

2. Faculty members who teach in an Experiential Global Learning program which is not part of their regular teaching load or for which they have not received course release or other compensation shall be compensated at a per credit rate equivalent to the minimum adjunct rate in effect at the start of the program.

3. Where a course is taught by two (2) or more bargaining unit members the credit attributed to the faculty member for purposes of determining compensation under Section A.2 will be divided proportionately between the employees.

B. Administrative Responsibilities

1. This section applies only to faculty members who are required to travel to a program location and have administrative responsibilities for students while at or travelling to/from a program location.

2. Faculty members with administrative responsibilities will receive a supplement of $100 per student.

3. A faculty member with administrative responsibilities may receive the administrative supplement in Section 41.1(B)(2) in addition to any compensation provided in Section 41.1(A)(1) or (A)(2) for instructional duties.

4. Where two (2) or more bargaining unit members have administrative responsibilities, the supplement in Section 41.1(B)(2) will be divided proportionately between the employees.

C. Exceptions to the methodology for calculating faculty compensation under Sections 41.1(A)(2) and 41.1(B)(2) may be made with the written agreement of the faculty member and the Vice President Office of Global Affairs or their designee. At the request of a faculty member, compensation for participation in an Experiential Global Learning program may be waived or diverted to another account. Information about exceptions granted will be provided to the UConn-AAUP upon request.

41.2 Expenses

A. The University will provide round-trip transportation between the program location and the faculty member's home campus in accordance with University policies.

B. The University will provide lodging for the duration of the period of required travel and presence at a program location.

C. Where meals are not provided to the faculty member by a program, the University will provide a stipend of $200 per week for meals and incidentals for the period of required travel and presence at a program location. Modifications may be made with the written agreement of the faculty member and the Vice President of Global Affairs or their designee. Information about modifications will be provided to the UConn-AAUP. At the request of a faculty member, the stipend may be waived.

D. A faculty member whose expenses are covered by this Article may not also seek reimbursement under other University policies or procedures, including, but not limited to, the *Travel and Entertainment Policies and Procedures*.

41.3 Program Cancellation

A. If an Experiential Global Learning program is cancelled at any point prior to the program start, the Office of Global Affairs will not be responsible for any compensation due to the faculty member under this article.

B. If an Experiential Global Learning program is cancelled at any point after the program has started, the Office of Global Affairs will pay the faculty member the balance of any compensation for instructional duties due under Section 41.1(A)(2) but will not be responsible for the prorated share of any administrative stipend after the cancellation date of the program.

C. If an Experiential Global Learning program is cancelled at any point after the program has started, the Office of Global Affairs will continue to pay expenses for the faculty member as set forth in Section 41.2, including return transportation, for a reasonable period of time in order to return the faculty member to their home campus.

ARTICLE 42

SIGN OFF

FOR AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

3/31/2022

FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CONNECTICUT

03/31/2022

NEGOTIATING TEAMS

FOR UCONN-AAUP:

David Amdur

Michael Bailey, Chief Negotiator

Suman Majumdar

Jean McCarthy

Thomas J. Peters

Lyle Scruggs

FOR UCONN:

Kelly Bannister

Karen Buffkin, Chief Negotiator

Terrence Cheng

Peter Diplock

Gladis Kersaint

Juli Wade

APPENDIX A

LONGEVITY PAYMENT CHART

Distinguished and University Professors

Title	Appt Term	10 Yr Rate	15 Yr Rate	20 Yr Rate	25 Yr Rate Full Increment
Distinguished Professor	N/A	$ 387.50	$ 775.00	$ 1,162.50	$ 1,550.00
University Professor	N/A	$ 387.50	$ 775.00	$ 1,162.50	$ 1,550.00

Professorial Titles, by Academic Rank:

Academic Rank	Appt Term	10 Yr Rate	15 Yr Rate	20 Yr Rate	25 Yr Rate Full Increment
Professor	11	$ 356.25	$ 712.50	$ 1,068.75	$ 1,425.00
Professor	9, 10	$ 291.25	$ 582.50	$ 873.75	$ 1,165.00
Assoc Prof	11	$ 281.25	$ 562.50	$ 843.75	$ 1,125.00
Assoc Prof	9, 10	$ 230.00	$ 460.00	$ 690.00	$ 920.00
Asst Prof	11	$ 220.00	$ 440.00	$ 660.00	$ 880.00
Asst Prof	9, 10	$ 180.00	$ 360.00	$ 540.00	$ 720.00
Instructor	11	$ 171.25	$ 342.50	$ 513.75	$ 685.00
Instructor	9, 10	$ 140.00	$ 280.00	$ 420.00	$ 560.00

Non-Professorial Positions/Titles	Appt Term	10 Yr Rate	15 Yr Rate	20 Yr Rate	25 Yr Rate Full Increment
Academic Asst 1	N/A	$ 112.50	$ 225.00	$ 337.50	$ 450.00
Academic Asst 2	N/A	$ 138.75	$ 277.50	$ 416.25	$ 555.00
Academic Asst 3	N/A	$ 172.50	$ 345.00	$ 517.50	$ 690.00
Academic Asst 4	N/A	$ 217.50	$ 435.00	$ 652.50	$ 870.00
Academic Asst 5	N/A	$ 277.50	$ 555.00	$ 832.50	$ 1,110.00
Assoc Coop Ext Educator	N/A	$ 172.50	$ 345.00	$ 517.50	$ 690.00
Assoc Research Scholar	N/A	$ 172.50	$ 345.00	$ 517.50	$ 690.00
Assoc Research Scientist	N/A	$ 172.50	$ 345.00	$ 517.50	$ 690.00
Asst Coop Ext Educator	N/A	$ 138.75	$ 277.50	$ 416.25	$ 555.00
Extension Educator	N/A	$ 217.50	$ 435.00	$ 652.50	$ 870.00
Lecturer	11	$ 220.00	$ 440.00	$ 660.00	$ 880.00
Lecturer	9, 10	$ 180.00	$ 360.00	$ 540.00	$ 720.00
Research Assoc 1	N/A	$ 172.50	$ 345.00	$ 517.50	$ 690.00
Research Assoc 2	N/A	$ 217.50	$ 435.00	$ 652.50	$ 870.00
Research Assoc 3	N/A	$ 277.50	$ 555.00	$ 832.50	$ 1,110.00
Research Asst 1	N/A	$ 113.75	$ 227.50	$ 341.25	$ 455.00
Research Asst 2	N/A	$ 112.50	$ 225.00	$ 337.50	$ 450.00
Research Asst 3	N/A	$ 138.75	$ 277.50	$ 416.25	$ 555.00
Research Scholar	N/A	$ 217.50	$ 435.00	$ 652.50	$ 870.00
Research Scientist	N/A	$ 217.50	$ 435.00	$ 652.50	$ 870.00
Senior Research Scholar	N/A	$ 277.50	$ 555.00	$ 832.50	$ 1,110.00
Senior Research Scientist	N/A	$ 277.50	$ 555.00	$ 832.50	$ 1,110.00

Spec Internal Lecturer I	11	$ 171.25	$ 342.50	$ 513.75	$ 685.00
Spec Internal Lecturer I	9, 10	$ 140.00	$ 280.00	$ 420.00	$ 560.00
Spec Internal Lecturer II	11	$ 220.00	$ 440.00	$ 660.00	$ 880.00
Spec Internal Lecturer II	9, 10	$ 180.00	$ 360.00	$ 540.00	$ 720.00
Spec Internal Lecturer III	11	$ 281.25	$ 562.50	$ 843.75	$ 1,125.00
Spec Internal Lecturer III	9, 10	$ 230.00	$ 460.00	$ 690.00	$ 920.00
Specialist IA	11	$ 171.25	$ 342.50	$ 513.75	$ 685.00
Specialist IA	9, 10	$ 140.00	$ 280.00	$ 420.00	$ 560.00
Specialist IIA	11	$ 220.00	$ 440.00	$ 660.00	$ 880.00
Specialist IIA	9, 10	$ 180.00	$ 360.00	$ 540.00	$ 720.00
Specialist IIIA	11	$ 281.25	$ 562.50	$ 843.75	$ 1,125.00
Specialist IIIA	9, 10	$ 230.00	$ 460.00	$ 690.00	$ 920.00
Specialist IVA	11	$ 356.25	$ 712.50	$ 1,068.75	$ 1,425.00
Specialist IVA	9, 10	$ 291.25	$ 582.50	$ 873.75	$ 1,165.00
Sr Coop Ext Educator	N/A	$ 277.50	$ 555.00	$ 832.50	$ 1,110.00
Visiting Asst Ext Educator	N/A	$ 138.75	$ 277.50	$ 416.25	$ 555.00
Visiting Assoc Ext Educator	N/A	$ 172.50	$ 345.00	$ 517.50	$ 690.00

APPENDIX B

MEMBERS OF THE BARGAINING UNIT MEDICAL LEAVE GUIDELINES

Faculty medical leaves have historically been at the discretion of the University and administered in accordance with the Article XIV, L, 4 of the By-Laws of the University of Connecticut (the "By-Laws") titled "Sick Leave for Faculty With or Without Pay," which provides that "[e]ach case is considered separately and involves careful consideration of length of service, nature of illness, and anticipated length of disability." These guidelines are intended to clarify the By-Laws and provide better guidance and general parameters to University administrators in evaluating requests for medical leave.

These guidelines are for a bargaining unit member's own long term illnesses only (*e.g.* federal and/or state FMLA qualifying medical leaves) and apply only to tenured and tenure-track faculty and non-tenure track bargaining unit members who are on multi-year appointments or annual appointment with at least three (3) years of service in a non-tenure track position. Absences for short-term illness and caregiver leave, and for members of the bargaining unit that are on temporary appointments will be administered at the school or departmental level. In no case shall a medical leave extend a temporary appointment beyond its end-date. For non-tenure track bargaining members not on a multiyear appointment, leave under this Appendix will cease on the member's appointment end date. If the non-tenure track bargaining unit member is renewed for a consecutive appointment in the same position, the balance of leave under this Appendix may be extended into the new appointment with approval of the Dean and the Provost.

A. Bargaining unit members with Less than Three (3) Years of Service (up to six months paid sick leave)

1. Bargaining unit members with less than three (3) years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months.[1] Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the member of the bargaining unit is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) months provided for in Paragraph A.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the bargaining unit member with less than three years of service is an ARP participant and is eligible to collect long-term disability (LTD) benefits during a period of approved unpaid leave, the University will not supplement the LTD benefit.

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[1] *The term "months" is intended to mean calendar months.*

3. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

B. Bargaining unit members with 3 to 6 Years of Service (up to twelve months paid sick leave)

1. Bargaining unit members with 3 to 6 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still medically unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph B.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the disability benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs B.1 and B.2 shall be in conformity with By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

C. Bargaining unit with 7 to 10 Years of Service (up to eighteen months of paid sick leave)

1. Bargaining unit members with 7 to 10 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph C.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs C.1 and C.2 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for an additional six (6) months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

D. Bargaining unit with More Than 10 Years of Service (up to twenty-four months paid sick leave)

1. Bargaining unit members with more than 10 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph D.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit

member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still unable to return to work, an extension of twelve (12) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs D.1 and D.2 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for the additional twelve (12) months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for twelve (12) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

E. Maximum Continuous Medical Leave

Unless otherwise required by law, any continuous period of medical leave (paid, unpaid or a combination of paid/unpaid) shall not exceed two (2) years.

F. Concurrent Leaves and Entitlements

1. All medical leaves under these guidelines shall run concurrently with federal FMLA and other legal entitlements, including ADA accommodations arranged through the Department of Human Resources.

2. Bargaining unit members who are afforded paid time off under the collective bargaining agreement must use such time concurrently with any paid leave provided in accordance with this Appendix.

G. Reinstatement of Bargaining unit Members Who Are Medically Separated In Good Standing

If a bargaining unit member who is medically separated in good standing becomes medically able to return to University employment, they shall be eligible for rehire. Rehire shall be subject to approval of the Dean and the Provost. In determining whether to rehire the bargaining unit member, emphasis shall be placed on the qualification of the bargaining unit member at the time of rehire; the likelihood that the bargaining unit member will be able to resume teaching, scholarship and service at a level commensurate with their position; and the needs of the University, School or College, and Department.

H. Calculation of Supplemental Disability Pay

For bargaining unit members enrolled in the ARP and eligible to receive a disability supplement in accordance with these guidelines, the University shall supplement the disability insurance such that the bargaining unit member's bi-weekly gross pay (disability benefit plus supplement) while receiving the supplement equals the bi-weekly gross pay the bargaining unit member would have received if they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the bargaining unit member.

I. Multiple Access to Paid Sick Leave

Bargaining unit members may only access the paid medical leave benefits described in this policy once every three (3) years unless otherwise approved by the Dean and the Provost, with an emphasis on whether the total amount of paid sick leave taken in any three (3) year period is less than the maximum paid sick leave available to the bargaining unit member under these guidelines.

Whenever a bargaining unit member utilizes paid sick leave under these guidelines, the bargaining unit member's years of service shall be determined from the bargaining unit member's University hire date. If the bargaining unit member accesses the benefit a second or subsequent time within the three (3) year period from the date the bargaining unit member initially accessed the paid sick leave, then the bargaining unit member shall be limited to the remaining paid sick leave eligibility for that three (3) year period.

If a bargaining unit member is not eligible for paid sick leave in accordance with this paragraph, they still may take as unpaid any medical leave to which they are entitled in accordance with their rights under federal and/or state medical leave laws.

APPENDIX C

ONLINE CREDIT COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT

This is an agreement between the University of Connecticut ("University') and ("Faculty Member") establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to, the University's *Intellectual Property and Commercialization Policy* ("*Policy*").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for teaching remotely to enrolled students at the University in a predominantly online asynchronous mode of instruction.

Faculty Member and University recognize each other's independent and mutual rights under Policy and agree to abide by the terms of *Policy*.

Faculty Member agrees to Policy and the terms established in *Policy*. Faculty Member agrees to the division of intellectual property rights, as defined by *Policy* and further articulated here.

Schedule

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

Use of Copyrighted Materials

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

Intellectual Property Ownership

University agrees that the Faculty Member has rights to their intellectual property, in accordance with U.S. law and the *Policy* as referenced above, particularly Faculty Member's preexisting work that is incorporated into the Course. University agrees that Faculty Member retains all rights of ownership in such materials.

Faculty Member agrees, however, to grant the University a non-exclusive, royalty-free license to use the material as part of the Course. University agrees that Faculty Member retains all other rights of ownership to the Faculty Member's work and will be credited and acknowledged in all University uses of the work.

The Faculty Member retains the right to use the substantive content of the Course Materials created by the Faculty Member, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut.

The University grants to Faculty Member the "right of first refusal" to teach all sections of the Course to be taught using the course materials developed by them during the term required by the University. This "right of first refusal" means that during each term or session, the Faculty Member shall be given the first opportunity to instruct all sections of the Course to be taught using the materials they developed. If in a semester during the traditional academic year teaching all sections of Course to be taught using the materials they developed will result in overload for a full-time Faculty Member, the Faculty Member may have the option of teaching all such sections in exchange of a load adjustment in a subsequent semester with the prior approval of the department head and Dean. If the Faculty Member declines to teach the course or is unavailable to teach the course (*i.e.* on leave or has departed the University), the course materials may be used and/or adapted by another instructor without further compensation to the Faculty Member.

Transferability

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost's office and written consent from the Faculty Member and any authors of copyrighted works included in the course.

Rights Reserved by University

The University retains, at a minimum, the following rights:

1. A license and the right to use the Course for credit and non-credit instruction without payment of any royalties, fees, or residuals to the Course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.

2. The right to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of Course materials as a University instructional offering, and the right to use Course Materials beyond the involvement of the original author/developer if the "right of first refusal" is no longer in force.

Quality, Clarity and Currency Assurance

Faculty Member agrees to take full responsibility for:

1. The substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses so long as the Faculty Member remains employed by the University; Faculty Member agrees to deliver accurate and current information and content.

2. Maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at the University.

For the University of Connecticut:

[Printed Name] _____

Date: _____

Faculty Member:

[Printed Name] _____

Date: _____

ATTACHMENT B

SUPERSEDENCES

April 1, 2022

Collective Bargaining Agreement Between

The University of Connecticut Board of Trustees and the University of Connecticut Chapter of the American Association of University Professors (UConn-AAUP)

Pursuant to Conn. Gen. Stat. § 5-278 (e), "[w]here there is a conflict between any agreement...on matters appropriate to collective bargaining....and any general statute or special act, or regulations adopted by any state agency, the terms of such agreement or arbitration award shall prevail...."

In accordance with Conn. Gen. Stat. § 5-278 (b). The following state statutes and regulations, if applicable to employees in the unclassified service, are superseded by contrary provisions in this agreement.

Tentative Agreement	Provision	State Statute (as Amended) or Regulation Superseded
Article 1- Recognition	Identifies unit of employees represented by UConn-AAUP.	C.G.S. § 5-196; § 5-198.
Article 2 - Exclusions	Identifies titles excluded from UConn-AAUP bargaining unit	C.G.S. § 5-196; § 5-198.
Article 3 – Academic Freedom	Recognizes the importance of academic freedom; provides that bargaining unit members will not be restrained in the exercise of academic freedom; and provides that academic freedom may be used as a defense in any disciplinary proceeding.	C.G.S. § 10a-102.
Article 4 – Governance	Recognizes the importance of collegial governance.	C.G.S. § 10a-104.
Article 5 – Non-Discrimination	Prohibits certain discrimination against bargaining unit members.	DAS Regulation § 5-201-14; C.G.S. § 5-227; C.G.S. § 31-69b; C.G.S. §§ 46a-51 *et seq.* and related DAS Regulations § 46a-5-1 through 46a-68k-8.
Article 6 – Diversity and Affirmative Action Policy	Recognizes the parties' commitment to diversity and allows UConn-AAUP to participate on any committee established to advise the President and Provost regarding diversity.	None.
Article 7 – Board Prerogatives	Recognizes the Board's prerogative to make rules for the government of the	None.

	University, and determine the general policies of the University, including those concerning the admission of students and the establishment of schools, colleges, divisions, and departments, and shall direct the expenditure of the University's funds. Establishes that disputes concerning the exercise of Board prerogatives are not grievable.	
Article 8 – Maintenance of Procedures	Establishes that due process protects bargaining unit members from discrimination, prejudice and distortion in their records pertaining to evaluation for promotion, tenure and any other University personnel matter. Requires that all written policies and procedures impacting upon mandatory subjects of bargaining may be changed only by agreement of the UConn-AAUP. Further provides that UConn-AAUP will be notified in advance of any proposed changes in written policies and procedures, which affect members of the bargaining unit. Adopts version of By-Laws as may be amended from time to time.	None.
Article 9 – Meet and Discuss	Establishes the right of UConn-AAUP to request meetings with the President regarding negotiable and non-negotiable matters not more than once a	C.G.S. § 46a-51 *et seq.*

	semester, and requires the President or their designate to participate in such meetings.	
Article 10 – Contractual Grievance Procedure	Establishes the process for contractual grievances and arbitrations, including obligation to share information, authority and time limits.	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through § 5-201-17; C.G.S § 5-202; C.G.S. § 5 -240; DAS Regulations § 5-240-1a through §5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68.
Article 11 - Additions to the By-Laws Grievance Procedure	Recognizes the process for non-contractual grievances, including authority and time limits.	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through § 5-201-17; C.G.S § 5-202; C.G.S. § 5 -240; DAS Regulations § 5-240-1a through §5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68.
Article 12 – Personnel Files	Establishes rights and rules regarding employee access to personnel files	C.G.S. § 1-206; C.G.S. § 1-210 through § 1-214; C.G.S. § 31-128a *et seq*.
Article 13 – Members of the Unit Not in a Tenure Track	Establishes certain non-tenure track bargaining unit member contract lengths; leave time and accruals; notice of termination and renewal rules; investigation closure notification; and disciplinary procedures.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-250 through § 5-253 and related DAS Regulations § 5-250-1 through 5-250-8; C.G.S § 31-74a; C.G.S. § 31-76k; C.G.S. § 5-251; C.G.S. § 5-254 and related DAS Regulations § 5-254-1 and § 5-254-2; C.G.S. § 46a-51 *et seq*. and related DAS Regulations § 46a-5-1 through 46a-68k-8; C.G.S. § 5-248 and related DAS regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248a & § 5-248b and related Regulations § 5-248b-1 through § 5-248b-9; C.G.S. § 31-70, § 31-71e; C.G.S. § 5-143; C.G.S. § 5-244 and related DAS Regulation § 5-244-1; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through § 5-247-12; C.G.S. §31-51kk through § 31-51rr and related DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 5-200a; DAS Regulations § 5-201-10 through § 5-201-17; C.G.S. § 5-225; C.G.S. § 5-237 and related DAS Regulation § 5-237-1; C.G.S. § 5-194; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-225; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68).
Article 14 - Reduction of Staff for Discontinuance of Programs or for Financial Exigency	Establishes process for layoffs, available notice periods and rights when laid off or terminated.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-202; C.G.S. § 5-240; C.G.S. § 5-241 and related DAS Regulations § 5-241-1 and § 5-241-2; C.G.S. § 5-243; DAS Regulation § 5-247-9.

Article 15 - Selection and Review of Department Heads	Establishes process for the selection, hiring and removal of Department Heads	None.
Article 16 – AAUP Rights	Establishes UConn-AAUP rights to make governance recommendations; receive periodic updates concerning bargaining unit members; use campus mail and email; and receive release time/workload reductions for UConn-AAUP service.	C.G.S. § 31-105 and Comptroller Policies/Regulations; C.G.S. § 1-206; C.G.S. § 1-210 through C.G.S. §1-214; C.G.S. § 31-105; C.G.S. § 31-40bb.
Article 17 – AAUP Security and Payroll Deductions	Provides for University to deduct membership dues; requires UConn-AAUP to provide information concerning union membership; requires new bargaining unit members to attend orientation and provides for UConn-AAUP to meet with employees during such orientation..	C.G.S. § 5-260; C.G.S. § 31-40bb.
Article 18 – Longevity	Establishes longevity compensation schedule	C.G.S. § 5-208 through § 5- 213; C.G.S. § 3-119; C.G.S § 31-71a through § 31-71f; Comptroller Regulations; C.G.S. § 5-208a; C.G.S. § 31-70; C.G.S. § 31-71e.
Article 19 – Salary and Benefits	Establishes compensation increases, one-time payments, and promotional increases; professional development, child care, provost equity and tuition reimbursement funds; rules governing tuition waiver;; insurance benefits; travel reimbursement rules; disability pay; rules governing family, medical, and voluntary leave; and compensatory time for non-exempt employees.	C.G.S. § 5-200 through 200-c and related DAS Regulation § 5-200-1; C.G.S. § 5-250 through § 5-253 and related DAS Regulations § 5-250-1 through 5-250-8; C.G.S § 31-74a; C.G.S. § 31-76k; C.G.S. § 5-251; C.G.S. § 5-254 and related DAS Regulations § 5-254-1 and § 5-254-2; C.G.S. § 46a-51 *et seq.* and related DAS Regulations § 46a-5-1 through 46a-68k-8; C.G.S. § 5-248 and related DAS regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248a & § 5-248b and related Regulations § 5-248b-1 through § 5-248b-9; C.G.S. § 31-70, C.G.S. § 5-143; C.G.S. § 5-244 and related DAS Regulation § 5-244-1; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through § 5-247-12; C.G.S. §31-51kk through § 31-51rr and related DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 5-200a; DAS Regulations § 5-201-10 through § 5-

		201-17; C.G.S. § 5-225; C.G.S. § 5-237 and related DAS Regulation § 5-237-1; C.G.S. § 5-194; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-225; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68); C.G.S. § 5-208 through § 5- 213c; C.G.S. § 3-119, C.G.S. § 10a-105, C.G.S. § 31-58, C.G.S. § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; Comptroller Regulations; C.G.S § 3-123b; C.G.S. § 3-123aaa; C.G.S. § 3-123bbb; C.G.S. § 3-123ddd; C.G.S. § 5-160 through § 5-192x; C.G.S. § 5-208a; C.G.S. § 5-243; C.G.S. § 5-248c; C.G.S. § 5-257; C.G.S. § 5-259 through 5-259c; C.G.S. § 31-70; C.G.S. § 31-71e; DAS Regulations §§ 5-155-1 et seq.); C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through 5-247-12; C.G.S. § 5-141c; C.G.S. § 10a-16; C.G.S. § 10a-26; C.G.S. § 10a-151a-c; DAS Regulations § 5-141c-1 through § 5-141c-11; C.G.S. § 10a-99; Standard State Travel Regulations.
Article 20 – Minimum Terms	Establishes that CBA contains the minimum terms and conditions of employment that must be observed; that agreements to exceed minimum terms must be in writing and approved by a Dean; and that waiver of minimum terms must be agreed to in writing by the UConn-AAUP.	None.
Article 21 – Continuation of Services	The parties agree there will be no strikes or lockouts during the term of the Agreement.	None.
Article 22 – Mergers and Acquisitions	Establishes rules governing accretion in the event of a merger or acquisition.	None.
Article 23 – Savings Clause	Establishes that if any provision of the CBA is contrary to law, then such provision shall not be enforceable, but all other provisions shall survive.	None.

Article 24 – Research Assistants and Research Associates	Establishes Research Assistant and Research Associate leave time and accrual rules; layoff rules; disciplinary procedures; and reclassification procedures.	C.G.S. § 5-196 through § 5-198; C.G.S. § 5-200 through C.G.S. § 5-219 and related DAS Regulations § 5-201-1 through § 5-201-17; C.G.S. § 5-227a and b; C.G.S. § 228; C.G.S. § 5-235; C.G.S. § 5-236; C.G.S. § 5-239 and related DAS Regulations § 5-239-1 and 5-239-2; C.G.S. § 5-250 through § 5-253 and related DAS Regulations § 5-250-1 through 5-254-1; C.G.S § 31-74a; C.G.S. § 31-76k; C.G.S. § 5-247 and related DAS Regulation § 5-247-8; C.G.S. § 46a-51 *et seq.* and related DAS Regulations § 46a-5-1 through 46a-68k-8; C.G.S. § 5-248 and related DAS regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248a & § 5-248b and related Regulations § 5-248b-1 through § 5-248b-9; C.G.S. § 5-143; C.G.S. § 5-244 and related DAS Regulation § 5-244-1; C.G.S. §31-51kk through § 31-51rr and related DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 5-194; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-244; C.G.S. § 5-241 and related DAS Regulations § 5-241-1 and § 5-241-2; C.G.S. § 5-243; DAS Regulation § 5-247-9; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17.
Article 25 – Merit	Establishes procedures for the award of merit and disputes concerning merit awards.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-200a; DAS Regulations § 5-201-10 through § 5-201-17; C.G.S. § 5-225; C.G.S. § 5-237 and related DAS Regulation § 5-237-1.
Article 26 – Temporary Employees	Establishes temporary employee sick leave time and accrual rules; notice of termination and non-renewal rules; and disciplinary procedures; and contains rights pertaining to adjuncts (rights regarding assignment of classes, eligibility for multi-year contracts, etc.).	C.G.S. § 5-143; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-244 and related DAS Regulation § 5-244-1; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through § 5-247-12; C.G.S. §31-51kk through § 31-51rr and related DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 46a-51 *et seq.* and related DAS Regulations § 46a-5-1 through § 46a-68k-8; C.G.S. § 31-70, C.G.S. § 31-71e; C.G.S. § 31-76k; C.G.S. § 5-194; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-225; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68; C.G.S. § 5-241 and related DAS Regulations § 5-241-1 and § 5-241-2; C.G.S. § 5-243; DAS Regulation § 5-247-9

Article 27 - Discipline for Tenured and/or Tenure-Track Faculty	Establishes procedures for discipline of tenured and tenure-track faculty	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-225; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68.
Article 28 – Student Evaluations of Teach	Establishes rules for use of student evaluations of teaching.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-200a; DAS Regulations § 5-201-10 through § 5-201-17; C.G.S. § 5-225; C.G.S. § 5-237 and related DAS Regulation § 5-237-1.
Article 29 – Patent Rights	Incorporates by reference C.G.S. §§ 10a-110b, 110c, and110d	None.
Article 30 – Faculty Participation in Departmental Governance	Requires departments to create various governance documents, including related to workload, and award of merit; provides for an annual evaluation.	C.G.S. § 5-237 and related DAS Regulation § 5-237-1.
Article 31 – Promotion, Tenure and Reappointment	Parties agree to establish a joint labor-management committee to make recommendations to the Provost on promotion, tenure, and reappointment procedures.	None.
Article 32 – Office/Research/Instructional Space and Technology	Provides that office, research, and instructional space and supporting services will be managed in a way to promote effective teaching, learning and research, but is not grievable or arbitrable.	None.
Article 33 – Agricultural Extension	Incorporates by reference University By-Law provision governing agricultural extension	None.
Article 34 – Tenure Appeal	Establishes a procedure for employees denied tenure following a positive recommendation from the Department Head, Dean, and Faculty Review Boards.	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through § 5-201-17; C.G.S § 5-202; C.G.S. § 5 -240; DAS Regulations § 5-240-1a through §5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68.

Article 35 – Parking	Establishes parking rate increases; discounted parking; adjunct rate increases; and rates at regional campuses	C.G.S. § 10a-92; C.G.S. § 10a-139; DAS Regulations § 5-141c-4.
Article 36 – Flexible Semesters	Allows for flexible scheduling of teaching schedules to encourage research activity.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-238 and related DAS regulations § 5-238-1 through § 5-238-5; C.G.S. § 5-245; C.G.S. § 5-248i; C.G.S. § 31-58, C.G.S. § 31-60, C.G.S. § 31- 68; C.G.S. § 31-71a through § 31-71f; C.G.S. § 31-76b; § 31-76k.
Article 37 – Coaches and Trainers	Establishes rules governing contract terms; notice of non-renewal and termination rules; evaluation procedures; disciplinary procedures; and cell phone stipend.	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-225; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-241 and related DAS Regulations § 5-241-1 and § 5-241-2; C.G.S. § 5-200a; C.G.S. § 5-237 and related DAS Regulation § 5-237-1; C.G.S. § 5-141c; C.G.S. § 10a-151a-c; Comptroller Policies/Regulations; DAS Regulations § 5-141-1 through § 5-141-11.
Article 38 – Summer and Winter Compensation	Provides for compensation related to teaching of summer and winter courses.	C.G.S. § 5-200 through § 5-200c and related DAS Regulation § 5-200-1; C.G.S. § 5-208 through § 5- 213c; C.G.S. § 3-119, C.G.S. § 10a-105, C.G.S. § 31-58, C.G.S. § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; Comptroller Regulations.
Article 39 – Compensation for the Development of Online Courses	Establishes compensation, intellectual property, and other rules related to the development of online courses.	C.G.S. § 5-200 through § 5-200c and related DAS Regulation § 5-200-1; C.G.S. § 5-208 through § 5- 213c; C.G.S. § 3-119, C.G.S. § 10a-105, C.G.S. § 31-58, C.G.S. § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; Comptroller Regulations.
Article 40 – Duration	Establishes length of CBA	None.
Article 41 - Experiential Global Learning	Establishes compensation rates for faculty leading program, establishes reimbursement rates for travel and meal expenses during the program operation	C.G.S. § 5-200 through 200-c and related DAS Regulation § 5-200-1; C.G.S. § 5-208; C.G.S. § 31-70; C.G.S. § 31-71e; DAS Regulations §§ 5-155-1 et seq.);C.G.S. 5-238; C.G.S. § 5-245; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through 5-247-12; C.G.S. § 5-141c; C.G.S. § 10a-16; C.G.S. § 10a-26; C.G.S. § 10a-151a-c; DAS Regulations § 5-141c-1 through § 5-141c-11 ; C.G.S. § 10a-99; Standard State Travel Regulations.
Article 42 - Sign-Off	Signature Lines	None

ATTACHMENT C

UCONN
UNIVERSITY OF CONNECTICUT

SUMMARY OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT AND THE UNIVERSITY OF CONNECTICUT CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

The University and the UConn-AAUP are parties to a collective bargaining agreement, the most recent expiring on June 30, 2021. In anticipation of the expiration of that agreement, the University and the UConn-AAUP began bargaining a successor agreement in September 2020. As the parties had not reached a new agreement prior to expiration, in or about July 2021, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2022 or legislative approval of a successor collective bargaining agreement.

In March 2022, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UConn-AAUP, which was ratified by the UConn-AAUP on March 29, 2022 and approved by the University's Board of Trustees on March 30, 2022.

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. The agreed upon changes are focused on a fair contract with special emphasis on issues related to salary disparities and equity, evaluation of faculty members, and clarity in processes, as well as fair compensation for members of the teaching and research workforce. Additionally, the parties have committed to continue discussion and/or negotiation of important issues which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums. If approved by the legislature, the agreement will take effect upon approval by the legislature retroactive to July 1, 2021 and run through June 30, 2025.

Economic Provisions

Article 19 – Salary and Benefits

- General Wage Increase (GWI) and Merit: Consistent with the SEBAC framework, with 2% allocated to merit in lieu of increments consistent with the parties' past practice.

  FY 2022: As soon as practicable following legislative approval of the agreement, 2.5% GWI and 2% performance-based award retroactive to August 23, 2021.

  FY 2023: Effective August 23, 2022, 2.5% GWI and 2% merit pool. GWI may be increased (from 2.5% to 3.5%) and merit pool decreased by equivalent amount (from 2% to 1%), not to exceed 1%, if inflation exceeds 2.5%.

An Equal Opportunity Employer

Office of Faculty & Staff Labor Relations
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www.lr.uconn.edu

FY 2024: Effective August 23, 2023, 2.5% GWI and 2% merit pool. GWI may be increased (from 2.5% to 3%) and merit pool decreased by equivalent amount (from 2% to 1.5%), not to exceed .5%, if inflation exceeds 2.5%.

FY 2025: Subject to reopener.

- One-Time Payment: Consistent with the SEBAC framework.

  As soon as possible following legislative approval of the agreement, full-time employees on the payroll on March 31, 2022 will receive a $2,500 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share. Adjuncts will receive a prorated share based on courses taught between Summer 2021 to Spring 2022 between $313 to $1,250.

  Effective July 15, 2022, full-time employees will receive a $1,000 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share. Adjuncts will receive a prorated share based on courses taught between Summer 2021 to Spring 2022 between $125 to $500.

  One time payments to a bargaining unit member from all University and/or State of Connecticut employment cannot exceed the amount of the one-time payment for a full-time employee.

- Adjunct Compensation:

  FY 2023: Increases from $1,732 per credit to $1,888 per credit.

  FY 2024: Increases to $1,973 per credit.

  FY 2025: Subject to reopener.

  Maintains that adjuncts with 4 consecutive semesters receive at least 2% above the minimum adjunct rate and expands it so that adjuncts with 12 consecutive semesters received at least 3% above the minimum adjunct rate.

- Promotions in Rank:

  Increases the University's allocation for promotional increases from $50,000 to $100,000 annually, with balance of promotional increases continuing to be funded from the merit pool.

Increases promotional increases:

	Instructor	Assistant Professor	Associate Professor	Professor
Current	$900	$1,500	$3,000	$4,500
FY 23	$1,000	$1,750	$3,300	$4,850
FY 24 and FY 25	$1,200	$1,750	$3,500	$5,500

- Salary Minima: Clarifies that determination of whether an employee's salary must be adjusted to meet the minimum for their rank is made after all other salary increases are applied.

- Tuition Reimbursement:

  Fund was increased from $20,000 to $40,000. Requests to the fund cannot be made more than sixty (60) days before the start of classes. This was in response to concern that employees in programs with set plans of study made requests from the fund months or years in advance, exhausting the fund before it could be accessed by employees in programs that do not have the same type of schedule.

- Professional Development:

  Increases fund in next three fiscal years (FY 23, 24 and 25) from $910,000 to $1,000,000. Requires that the balance of funds to be carried over at the end of FY 2022 be divided proportionally and added to the fund in each of the next three fiscal years.

  Increases maximum a faculty member may receive from the fund annually from $2,000 to $2,200.

  Faculty members will not be permitted to access the fund if they have other professional development funds available, such as through grants or in departmental research accounts.

- Child Care: Increases from $160,000 to $190,000.

- Provost Fund:

  Increases fund in next three fiscal years (FY 23, 24 and 25) from $300,000 to $350,000.

  In next three fiscal years (FY 23, 24 and 25), adds an additional $500,000 to the fund which is reserved solely to address salary disparities (including compression and inversion) and to make equity adjustments. Cannot be used to fund retention in response to competitive offers.

Article 24 – Research Assistants and Research Associates:

Raises salary increase at reclassification from $500 to 2% or $1,500, whichever is less.

Article 35 – Parking

The sliding scale for reduced Area 2 parking rates was adjusted and will continue to adjust each year by the same percentage as the annual percentage increase exclusive of merit.

The University may increase parking rates for existing parking garages at the beginning of each fiscal year at the same rate as other parking permits, plus an additional percentage not to exceed the merit pool for the same fiscal year.

Article 38 – Summer and Winter Compensation:

Increases rates for teaching during summer and winter:

	Non-W Courses		**W Courses**	
	Base	**Per Credit Per Student**	**Base**	**Per Credit Per Student**
Current	$1,794	$200	$1,794	$244
Effective 5/7/22	$1,794	$210	$1,794	$230
FY 23	$1,830	$220	$1,830	$235
FY 24	$1,866	$230	$1,866	$240
FY 25	Subject to reopener		Subject to reopener	

Increases maximum compensation limit for teaching a course during summer from 11% to 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is less.

Increases lab preparation fee from $400 to $500.

Increases fee for course preparation if class is cancelled from $375 to $400 per credit, but clarifies that a faculty member may receive the preparation fee for the same course only once.

Requires funds payable to a faculty member's departmental account to be transferred within two pay periods from the end of the applicable session.

Article 39 – Compensation for the Development of Online Courses:

Increases minimum compensation for developing an online course from $7,500 to $2,750 per course credit hour.

Article 41 – Compensation for Experiential Global Learning:

Meets request by Office of Global Affairs for a consistent payment scheme for faculty participation in Experiential Global Learning programs. Compensation will be at a per credit rate equivalent to the minimum adjunct rate in effect at the start of the program. Provides a $100 per student supplement for administrative duties. Requires University to provide round-trip transportation and housing for duration of the program. Provides a $200 per week stipend for meals and incidentals.

Non-Economic Provisions

Throughout the contract, changes have been made to utilize more gender-inclusive pronouns, outdated references to offices and committees have been updated, expired provisions have been removed, and other minor clarifications and updates were made.

Article 5 – Nondiscrimination:

Added ethnicity and clarifies religious creed in the list of protected classes, consistent with University policy and applicable law.

Article 7 – Board Prerogatives:

Clarifies that the Board of Trustees has the right to "direct the use of its resources" and to establish fees.

Article 8 – Maintenance of Procedures:

Requires the University to forward proposed changes to the *By-Laws* to the UConn-AAUP at the time they are made available to the public, and earlier where possible.

References to the *By-Laws* in the contract will be to the most current version, rather than the version in effect at the time the contract was ratified. Throughout the contract references to the *By-Laws* include a parenthetical referring to this provision (Article 8.3).

Incorporates language from Article 32 (Due Process in University Personnel Matters) back into Article 8.4. This language was previously in Article 8 but moved to Article 32 in the 2017-2021 contract.

Article 10 – Contractual Grievance Process:

Clarifies who may be designated to hear grievances and their appeals, particularly for Athletics which does not report to the Provost.

Provides that the rules of the American Arbitration Association will govern arbitrations unless alternative rules are mutually agreed upon by the parties.

Allows for an arbitrator to hear more than one grievance where the matter involves the same grievant or a common nucleus of facts, and where mutually agreed to by the parties.

In cases where there is a dispute about the sufficiency of information to investigate a grievance, requires the parties discuss the situation and possible accommodation, and requires that neither party unreasonably withhold information.

Article 12 – Personnel Files:

Updates language to account for documents which are created or stored in an electronic fashion.

Provides for notice to the faculty member if documents are to be released from personnel file in response to a request not covered by applicable law.

Article 13- Members of the Unit Not in a Tenure Track:

Closes a gap in period for notice of non-renewal or termination of employees in their first non-probationary year of employment; set respectively at thirty (30) and sixty (60) calendar days.

Updates evaluation process to refer to procedures developed pursuant to Article 30.5.B.

Clarifies that each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the employee engaged in other acts of misconduct.

Clarifies that salary and benefits do not continue past termination if discipline is for serious misconduct of any sort (not just job abandonment).

Requires University to provide employee and UConn-AAUP status updates on University investigations upon request and to notify an employee of an investigation resulting in a finding of no violation of University policies within five (5) business days.

- Academic Assistants and Facilities Scientists

Clarifies that Academic Assistants/Facilities Scientists (AAs) must request paid time off in advance where possible and record it in a location available to both the employee and their supervisor. Permits AAs to use up to ten (10) days of paid sick leave for an FMLA-approved caregiver leave.

Updates holidays to reflect alternative recognition of President's Day as Washington's Birthday and Columbus Day as Indigenous Peoples Day.

Article 15 – Selection and Review of Department Heads:

Sets term of appointment of a department head at up to five (5) years. Department heads shall not serve more than two (2) consecutive terms unless voted upon by the department and sets limit at three (3) consecutive terms.

Deans may waive review of a department head if they have decided not to reappoint to another term.

Clarifies that department heads may be removed from their appointment through the contractual discipline process.

Article 17 – UConn-AAUP Security and Payroll Deductions:

Revised to be consistent with the *Janus* decision, eliminating payment of the agency fee. Requires UConn-AAUP to provide University with list of employees who have authorized a dues deduction.

Requires new members of the bargaining unit to attend University-sponsored orientation and permits the UConn-AAUP time to meet with employees during orientation.

Article 19 – Salary and Benefits:

Updates satisfactory evaluation (Article 19.4) to refer to procedures developed pursuant to Article 30.5.B.

Consistent with University policies, defines "dependent child" for purposes of the tuition waiver to include the employee's biological child, stepchild who is the biological or adopted child of the employee's spouse, or legally adopted child.

Clarifies language around medical leave to be consistent with federal and state laws and applicable University policies.

Article 24 – Research Assistants and Research Associates:

Clarifies that Research Assistants and Associates (RAs) must request paid time off in advance where possible and record it in a location available to both the employee and their supervisor. Permits RAs to use up to ten (10) days of paid sick leave for an FMLA-approved caregiver leave.

Updates holidays to reflect alternative recognition of President's Day as Washington's Birthday and Columbus Day as Indigenous Peoples Day.

Creates probationary period for new RAs during which they can be dismissed on two weeks' notice and which is not grievable.

Article 25 – Merit:

Clarifies merit process and allocation of merit pool for faculty members in academic units other than a department.

In determining merit awards for department heads, requires deans to consider department merit criteria in discipline specific areas.

Requires department head to inform each faculty member of their merit recommendation and allows faculty member seven (7) days to request a meeting with the head. Requires department head to inform each faculty member when the merit recommendation is forwarded to the dean and allows the faculty member fourteen (14) days to discuss the head's recommendation with the dean. Requires dean to inform a faculty member if their recommendation to the provost differs from the department head's recommendation.

Moves date for notifying faculty member of merit increase from August 15th to prior to the increase appearing in their paycheck.

Article 26 – Temporary Employees:

In cases where an adjunct faculty member has a multiyear appointment terminated due to programmatic change or bona fide fiscal constraints, provides that receipt of the multiyear appointment will be a favorable factor in consideration for future assignments for which the adjunct is qualified.

Allows library and email privileges to be revoked when an adjunct faculty member is terminated for cause.

Article 27 – Discipline for Tenured and/or Tenure-Track Faculty:

Clarifies that each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the employee engaged in other acts of misconduct.

Clarifies that salary and benefits do not continue past termination if discipline is for serious misconduct of any sort (not just job abandonment).

Requires University to provide employee and UConn-AAUP status updates on University investigations upon request and to notify an employee of an investigation resulting in a finding of no violation of University policies within five (5) business days.

Article 30 – Faculty Participation in Departmental Governance:

Requires departments to develop procedures and criteria to conduct a performance review of faculty. The purpose of the review is to promote, maintain and enhance excellence in job performance and to foster informed communication between employees and their supervisors.

Each year, the department head is required to provide a written summary to the faculty member stating their anticipated workload for the next academic year, providing formative feedback, and stating whether the faculty member's overall performance is satisfactory or unsatisfactory. Faculty members shall receive four (4) months' notice before receiving an unsatisfactory performance review which will trigger a meeting with the faculty member and their department head to develop a plan to achieve an overall satisfactory rating. An unsatisfactory performance rating may be appealed through the grievance procedure.

Requires departments to develop criteria for measuring workload and baseline workload expectations that faculty members must perform each academic year. Changes to workload policies must be published to faculty members 120 days prior to the effective date.

Requires departments to develop guidelines for effective teaching assessment beyond SET for those faculty members who have teaching duties.

Permits departments to create a separate advisory committee for promotion and reappointment of non-tenure track faculty, or to use the existing committee for promotion, tenure and reappointment of tenured and tenure-track faculty.

Requires departments to develop processes for selection and review of departmental administrative positions held by faculty members.

Eliminates ability for departments to forego developing required governance documents.

Requires department governance documents to be shared with the Dean and the UConn-AAUP by no later than January 1, 2023. Subsequent revisions also will be shared.

Article 31 – Promotion, Tenure and Reappointment:

Creates a joint labor management committee to review the Promotion, Tenure and Reappointment (PTR) and Promotion and Reappointment (P&R) processes, including all documents and related forms. The committee will make recommendations to the Provost.

Article 34 – Tenure Appeal:

Establishes fourteen (14) day period for selection of the Select Committee and requires that their decision be issued no later than August 1.

Article 38 – Summer and Winter Compensation:

Allows for summer or winter teaching to be considered in merit evaluation where part of the faculty member's normal load or departmental practices specifically include consideration for it.

Article 39 – Compensation for the Development of Online Courses and Appendix C – Online Credit Course Development and Intellectual Property Agreement:

Removes University's ability to use an online course developed under this article when teaching the course would cause the faculty member to exceed their maximum compensation limit.

If teaching all sections of an online course would cause a faculty member to have an overload during the academic year, the faculty member may exchange it for a load adjustment in a subsequent semester with prior approval of the dean and department head.

Creates guidelines for hiring adjunct faculty to develop online courses on a "work for hire" basis. Includes a limited right of first refusal for the developing adjunct to teach a class using materials they developed relative to other adjunct faculty members.

Appendix B – Faculty Medical Leave Guidelines:

Paid and unpaid sick leave under the Faculty Medical Leave Guidelines (FMLG) will be available to non-tenure track faculty with more than three (3) years of service in a non-tenure track position for their own personal illness. If granted, FMLG benefits terminate on the employee's appointment end date, but may be extended into a subsequent appointment with approval of the dean and provost.

Clarifies that if a faculty member accesses the FMLG benefits a second or subsequent time within the three (3) period from when they initially accessed the paid sick leave, then they are limited to the remaining paid sick leave eligibility for that three (3) year period.

Article 32 – Office Space:

Requires the University to manage office, research and instructional space and technology in an equitable manner consistent with instructional and pedagogical needs and the obligation to comply with FERPA. The availability, location and nature of the space or technology shall be determined by the University, taking into account input from the faculty member. This article is neither grievable nor arbitrable.

Duration

July 1, 2021 through June 30, 2025. There will be a reopener on general wage increases, merit, minimum adjunct compensation, and summer and winter compensation for fiscal year 2025.

Further Negotiations

Article 37 – Athletics: The parties have agreed to a reopener to negotiate changes to Article 37 to begin no earlier than May 15, 2022, with a goal to be completed by August 31, 2022.

ATTACHMENT D

AAUP FISCAL IMPACT - INCREMENTAL - ALL FUNDS						
		FY22	FY23	FY24		Total Cost
Wage Increase	4.5% in FY22, FY23 and FY24 (2.5% GWI, 2% merit)	$ 7,716,717	$ 10,161,778	$ 10,619,058		$ 28,497,553
Promotion	FY22 Levels: $1,750; $3,300; $4,850 FY23-24 Levels: $1,750; $3,500; $5,500	$ 25,000	$ 2,500	$ -		$ 27,500
Adjunct Wage Increase	FY23: $1,888 per credit FY24: $1,973 per credit	$ -	$ 766,428	$ 417,605		$ 1,184,033
Lump Sum Payments (Full-time)	$2,500 in FY22, $1,000 in FY23	$ 4,801,075	$ 1,920,430	$ -		$ 6,721,505
Lump Sum Payments (Adjunct)	FY22: $1,250 for multi-year contracts, $625 at least 6 credits, $313 less than 6 credits FY23: $500 for multi-year contracts, $250 at least 6 credits, $125 less than 6 credits	$ 682,418	$ 272,875	$ -		$ 955,293
Intersession	FY23: $1,830 per credit FY24: $1,866 per credit	$ -	$ 143,158	$ 83,124		$ 226,282
Provost Pool	$350K each year in new permanent salary adjustments for FY23 and FY24	$ -	$ 350,000	$ 350,000		$ 700,000
Provost Pool - Equity Adjustments	$500k each in in new permanent salary adjustments for FY23 and FY24	$ -	$ 500,000	$ 500,000		$ 1,000,000
Professional Development	$1M in FY23 and FY24	$ -	$ 90,000	$ -		$ 90,000
Child Care	$190,000 in FY22, FY23 and FY24	$ -	$ 30,000	$ -		$ 30,000
Tuition Reimbursement	$40k per year	$ -	$ 20,000	$ -		$ 20,000
Salary Cost / (Savings)		**$ 13,225,210**	**$ 14,257,169**	**$ 11,969,787**		**$ 39,452,166**
Fringe Benefits		**$ 6,083,597**	**$ 6,116,698**	**$ 5,115,102**		**$ 17,315,396**
Total Cost / (Savings)		**$ 19,308,807**	**$ 20,373,867**	**$ 17,084,889**		**$ 56,767,563**

UCONN
UNIVERSITY OF CONNECTICUT

April 1, 2022

Michael Jefferson
Clerk of the Senate
State Capitol, Room 305
210 Capitol Avenue
Hartford, CT 06115

RE: Collective Bargaining Agreement between the University of Connecticut Board of Trustees and the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO

Dear Mr. Jefferson:

In accordance with Conn. Gen Stat. § 5-278(b), the University of Connecticut (the "University") submits to the Legislature a proposed collective bargaining agreement with the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO ("UCPEA").

The agreement was ratified by union members on March 22, 2022 and approved by the University's Board of Trustees on March 30, 2022.

Enclosed please find an original and five (5) copies of the fully executed collective bargaining agreement (Attachment A); an index of collective bargaining agreement provisions that will supersede contrary statutes or regulations (Attachment B); a summary of key provisions in the agreement (Attachment C); and the fiscal impact statement detailing the costs associated with implementation of the agreement (Attachment D).

If approved, the collective bargaining agreement will be in effect from July 1, 2021 through June 30, 2025.

We respectfully request favorable consideration of the agreement. We would be pleased to present testimony in support of the agreement at your pleasure.

Sincerely,

Karen K. Buffkin
Executive Director of Employee Relations

Enclosures

cc: Radenka Maric, Interim President, UConn
Lloyd Blanchard, Interim Vice President for Finance and Chief Financial Officer
Christopher Delello, Associate Vice President and Chief Human Resources Officer
Jeffrey Beckham, Interim Secretary, OPM
Paul Potamianos, Executive Budget Officer, OPM
Sandra Fae Brown-Brewton, Undersecretary for Labor Relations, OPM
Kathleen Fischer, President of UCPEA

UCONN
UNIVERSITY OF CONNECTICUT

April 1, 2022

Mr. Frederick J. Jortner
Clerk of the House
State Capitol, Suite 109
210 Capitol Avenue
Hartford, CT 06106

RE: Collective Bargaining Agreement between the University of Connecticut Board of Trustees and the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO

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Sandra Fae Brown-Brewton, Undersecretary for Labor Relations, OPM
Kathleen Fischer, President of UCPEA

ATTACHMENT A

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut
Board of Trustees

And

The University of Connecticut
Professional Employees Association
Local 3695
AFTCT, AFT, AFL-CIO

JULY 1, 2021 – JUNE 30, 2025

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Article 1.

RECOGNITION

1.1 Pursuant to the provisions of Connecticut General Statute §§ 5-270, *et seq.*, and as certified by the Connecticut State Board of Labor Relations in Case No. SE-3541, Decision No. 1481, dated January 24, 1977, the Board of Trustees of the University of Connecticut (hereinafter referred to as "the University" or referred to as "the Board") hereby recognizes the University of Connecticut Professional Employees Association, Local 3695, American Federation of Teachers Connecticut (AFT-CT), American Federation of Teachers, AFL-CIO (hereinafter referred to as "the Union" or referred to as "the Bargaining Agent" or referred to as the "UCPEA") as the exclusive bargaining agent for all professional employees excluding those in the Faculty Unit or with faculty rank, faculty in the Law School, those in the University of Connecticut Health Center (Farmington) and the following titles:

President

Provost

Vice Provost

Assistant Vice Provost

Vice President

Executive Vice President & Chief Financial Officer

Executive Vice President

Associate Vice President

Chief of Staff

Deputy Chief of Staff

Associate Vice Provost

Assistant Vice President

Dean

Associate Dean

Assistant Dean

Dean of Students

Specialist I-IV

University Staff Professionals I-VI

University Educational Assistants I-III

Coaches

University Technicians I-II

Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Associate Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Assistant Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Part-time professional employees on the regular payroll who are employed less than 1/2 time.

Any other employee who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

12 Notwithstanding the exclusions listed above, the Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270, to exclude additional positions which are or which may become managerial during the life of this contract.

Article 2.

ROLE OF PROFESSIONAL STAFF

2.1 The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Professional staff include, among others, academic advisors, accountants, computer programmers, financial aid staff, health care professionals, librarians, public service unit personnel, student affairs personnel, research administrators, and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

a. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;

b. involving the consistent exercise of discretion and judgment in its performance;

c. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period; and

d. requiring at least a four-year college degree or equivalent advanced professional training customarily acquired through formal instruction and study.

This article is not grievable under the contractual or non-contractual grievance procedure.

Article 3.

BOARD PREROGATIVES

3.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct the operations of the University of Connecticut, its schools and branches, in all aspects. The Board shall make rules for the governance of the University including, but not limited to, those concerning the admission of students; the setting of fees for tuition and refund of tuition; the establishment of schools, colleges, divisions and departments; and the expenditure of the University's funds within the amounts available.

3.2 The ability to determine, to make rules for, or to approve such things as the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; educational policy, programs, and courses; staffing requirements, the academic calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff, standards of performance, discipline, order and efficiency, as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for lack of work or other legitimate reasons; to determine whether the whole or any part of the operation shall continue; to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies appropriated by the State of Connecticut for the maintenance of the University shall be under the sole jurisdiction of the Board of Trustees.

3.3 These rights, responsibilities and prerogatives are not subject to delegation in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the contractual grievance provision of this contract.

Article 4.

PROFESSIONAL FREEDOM

4.1 The University shall endeavor to preserve and facilitate freedom of speech, written or oral, and other constitutionally protected civil liberties. The UCPEA and its members recognize their obligation to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Employees shall endeavor to seek internal remedies to University problems before turning to outside resources such as those provided by state or federal statutes. With issues related to their jobs, employees shall inform their supervisors and shall seek to exhaust administrative remedies within the University before issuing public statements.

4.2 Repeated failure to abide by this article may be considered grounds for disciplinary action.

Article 5.

NONDISCRIMINATION, ANTI-HARASSMENT, AND DIVERSITY, EQUITY & INCLUSION (DEI)

5.1 The University is committed to fostering a diverse, equitable and inclusive workplace that recognizes and embraces the unique talents and contributions of our workforce. Diversity, equity, and inclusion, three of the University's core values, are embedded in all aspects of the employment process. The University and the Union shall not unlawfully discriminate against any employee on the basis of race, color, ethnicity, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, genetic information, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), veteran's status, prior conviction of a crime, workplace hazards to the reproductive system, gender identity or expression, or membership in any other protected classes as set forth in state or federal law.

Concerns about diversity and affirmative action may be raised in Labor/Management meetings with additions to attendance appropriate to the subject being addressed.

5.2

a. Employees shall not be subjected to discrimination or discriminatory harassment as defined in the *Policy Against Discrimination, Harassment and Related Interpersonal Violence* ("*Policy Against Discrimination*"), which is revised and updated and may be renamed from time to time. The *Policy Against Discrimination* prohibits specific forms of behavior that violate state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), Title IX of the Education Amendments of 1972 ("Title IX"), the Violence Against Women Reauthorization Act of 2013 ("VAWA"), and related state and federal antidiscrimination laws.
b. The University Office of Institutional Equity (OIE) has responsibility for diversity and equity compliance at the University. All complaints alleging prohibited conduct, including but not limited to discrimination, discriminatory harassment, sexual harassment and other forms of related interpersonal violence under the *Policy Against Discrimination*, are most appropriately addressed and investigated by OIE, and will be referred directly to that Office.
c. As set forth in the *Policy Against Discrimination*, which may be revised from time to time, the University will offer reasonable and appropriate measures to individuals impacted by an allegation of Prohibited Conduct in order to facilitate their continued access to University employment or education programs and activities.
d. As currently allowed under OIE process, which may be revised from time to time, Complainants, Respondents, and witnesses involved in an OIE investigation are permitted to have one support person (which may be a union representative) accompany them to any meeting with OIE related to a report or investigation under OIE's complaint procedures.

5.3 The University strictly prohibits discrimination, discriminatory harassment, sexual harassment and other forms of related interpersonal violence to include sexual assault, sexual exploitation, intimate partner violence, stalking and sexual or gender-based harassment.

5.4 Retaliation against any employee who, in good faith, reports prohibited conduct or participates in any proceeding under the *Policy Against Harassment* or this Agreement is prohibited.

Retaliation includes threatening, intimidating, discriminating, harassing, coercing, interfering with potential witnesses or a potential proceeding, or any other conduct that would discourage a reasonable person from engaging in activity protected under the *Policy Against Discrimination* or this Agreement. Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act of prohibited conduct under the *Policy Against Discrimination* by another person.

5.5 If the employee files a complaint with the CHRO or EEOC, and either the employee or the Union also files a grievance, the University shall have no obligation to proceed with the grievance.

If while the grievance proceeding is in progress, a member seeks to resolve the matter by filing a complaint with CHRO, the University shall have no obligation to proceed with the grievance procedure.

5.6 The University will make its best endeavor to develop an annual implicit bias and microaggression training available to all employees covered by the UCPEA collective bargaining agreement. Once developed, this annual training will be mandatory for all supervisors covered by the UCPEA collective bargaining agreement.

Article 6.

VACATION LEAVE

6.1 Each employee shall be entitled to annual vacation according to the following schedule:

a. 12-month employees shall receive 1.75 vacation days credit for each month of employment, plus one additional day, for a total of 22 days maximum per year.

b. Employees working fewer than 12 months (including 9 or 10-month employees who are paid on a 12-month basis) shall accrue vacation on a prorated basis. Employees employed on a part-time basis shall accrue vacation on a prorated basis.

c. Recognizing that large vacation accumulations are to be used during departmental slow times, all employees may accumulate vacation credit of up to 60 vacation days, except as noted below:

> Vacation days may not be accumulated beyond this amount except by specific permission of a University Vice President, Director or designee. It is understood that employees who have previously accumulated more than the 60 days may retain this accumulation provided that in no case may the employee's accumulation exceed the number of days they presently have. The original entitlement over 60 days diminishes upon use until it reaches 60 days. (It does not remain as a permanent entitlement of additional possibility of accrual.) Once below 60 days, it cannot be accumulated beyond 60 again.
>
> An employee whose reasonable request for vacation time has been denied shall be permitted to accrue that time beyond the 60 days.

d. A legal holiday, as enumerated in Article 8 below, which occurs during the employee's vacation shall not be charged against the employee as a vacation day.

e. To the extent possible, consistent with a department's workload, the choice of vacation periods shall be up to the individual employees. In the event of unresolved conflicts over vacation schedules between two or more employees within the same department, preference shall be determined by seniority within the department provided that final decision shall be based on the needs of the department and shall be determined by the appropriate Dean, Director or Department Head. Employees may take up to 2 vacation days per calendar year without requesting them in advance from their Dean, Director or Department Head. Employees may not take said 2 vacation days in conjunction with the 2 personal leave days provided for in Article 9.1 in order to be excused from work for 4 consecutive days.

f. If any employee's service is separated for any reason, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 60 days.

g. If an employee becomes ill or is injured while on vacation, such time shall be charged against sick leave, provided that if requested, the employee provides the appropriate Dean, Director or Department Head with medical documentation of said illness or injury.

Article 7.

NOTICE OF INTENT TO LEAVE

7.1 Employees intending to leave the employ of the University must give one month's notice in advance. After giving notice, such employees must serve at least ten (10) workdays on the job prior to leaving. Employees serving less than ten (10) workdays on the job shall forfeit one day of paid vacation for each day less than ten (10) workdays on the job. This requirement may be waived by the appropriate Vice President, Director, or designee.

Article 8.

HOLIDAYS

8.1 Each employee shall be entitled to time off with pay for each legal holiday listed herein or any other legal holiday declared by the Governor or General Assembly.

LEGAL HOLIDAYS: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Indigenous People's Day,* Veterans Day, Thanksgiving Day, Christmas Day.

If such a holiday falls on a Saturday, it shall be observed on the preceding Friday. If such holiday falls on a Sunday, it shall be observed on the following Monday.

Any employee who is required to work on a legal holiday shall be granted a compensatory day for that holiday to be taken by the end of the succeeding calendar year at a time mutually agreed to by the parties. In order to earn a day for use as a religious or cultural holiday, an employee may request to work on a holiday on which their department is open.

8.2 Part-time employees shall be granted time off with pay on a pro-rated basis for holidays. Employees who work less than a full-time five-day workweek over 12 months will receive all 12 holidays on a pro-rated basis.

*Connecticut General Statutes § 1-4 currently designates the second Monday in October as a legal holiday known as Columbus Day. If C.G.S. § 1-4 is amended during the life of this agreement to reflect a different designation for this or any other legal holiday contained therein, this agreement will follow such statutory designation.

Article 9.

PERSONAL LEAVE

9.1 Each employee in the bargaining unit shall be entitled to 2 days per year for emergencies or personal business. Employees shall be expected to notify their supervisors of their anticipated absence as early as possible. Personal leave is not accrued.

9.2 Exempt employees in 9 and 10 month positions who work a full 35 hour workweek will receive 2 Personal Leave days per year without proration. Membership in this population will be based upon the employee's full time equivalent (FTE) and schedule as of July 1 of each year. Exempt employees in 9 and 10 month positions who work less than a full 35 hour workweek will receive prorated Personal Leave hours based upon their full-time equivalent percentage during their period of 9 or 10 month service. Membership in this population will be based upon the employee's FTE and schedule as of July 1 of each year. All other part-time employees will receive prorated Personal Leave hours based on their full-time equivalent percentage.

Article 10.

CIVIC OBLIGATIONS

10.1 Jury Duty or Court Appearances Under Subpoena

Each employee called as a juror or subpoenaed to appear in court for reasons resulting from their University employment, shall be granted leave for that purpose at no loss of pay or charge to other leave, provided that:

a. The employee notifies the appropriate department head within four (4) days of receiving notification to serve as a juror or of receiving the subpoena.

b. The employee either refuses pay, excluding mileage, for serving on a jury or turns the jury pay over to the University.

10.2 Civic Emergencies

Employees who are fire, ambulance, or other recognized emergency personnel, and who have so notified their supervisors in advance, may request time off for emergency duty. Approval of each request for emergency duty is solely at the discretion of the first level supervisor outside the bargaining unit.

Up to five (5) requests per year may be granted with pay. Additional approved requests shall be charged to vacation time. The denial of time off for civic emergencies is not grievable or arbitrable under this contract.

Article 11.

SICK LEAVE

11.1 The University recognizes its obligation to provide paid and unpaid sick leave for bona fide personal illness to members of the professional staff.

a. Full-time employees shall receive paid sick leave for bona fide personal illness up to fifteen (15) workdays per contract year. Part-time employees, including those working less than 12 months, shall have it prorated. Sick leave may also be used for illness or death in the immediate family; however, from the 15 days, leave for these categories shall not exceed 5 days in a fiscal year, except for illness of one's child, grandchild, spouse and/or parent, which shall not exceed 10 days in a fiscal year. Immediate family shall mean parent (guardian, stepparent), parent-in-law, spouse, child (stepchild, child-in-law, stepchild-in-law), sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, niece, nephew, aunt, uncle, or any person living with the employee. Employees shall be allowed to use sick time for doctor appointments for themselves, the employee's mother, father, child, or any person living with the employee.
b. Decisions as to the granting of paid sick leave for bona fide personal illness, or for illness in the immediate family when the use of sick days during a fiscal year exceeds 15 workdays, shall be made by the Department. When accompanied by a medical certificate, if requested, and having made adjustments for past use of sick leave, the Department shall

grant an employee who requires it no less sick leave than they would have been eligible for had the University had an accrual sick leave system, subject to fiscal year limits referenced above if the sick leave is to be used for illness or death in the immediate family.

c. Decisions as to the granting of unpaid family leave shall be made by the University Administration coordinated by the Department of Human Resources.
d. Before being granted, all requests for sick leave must be approved (by the first level supervisor outside the bargaining unit) as a bona fide illness, which prevents an employee from carrying out their responsibilities. A medical certificate may be required for any illness regardless of the number of days.
e. Application for sick leave in connection with childbirth shall be considered on the same basis as leave requests for any other sick leave.

11.2 In cases where employees have been allowed to accumulate unused sick leave days, such days shall remain "banked." Employees whose need for sick time for bona fide personal illness exceeds what they would have been entitled to under an accrual system shall, at their option, be entitled to use any banked time. At the time of retirement or termination, any unused "banked" days an employee has remaining shall be subject to the provisions of Section § 5-247 of the State Personnel Act. No employee shall be forced to use their banked sick time.

11.3 Sick Leave Bank

a. The Sick Leave Bank, established effective November 1997, consists of time made available by the donation of accrued vacation or holiday time by members of the bargaining unit.
b. Donation of time may occur in July and the last pay period in December and shall be either one-half or one-day increments. Access to the bank shall be under the guidelines developed by the UCPEA and the University, by way of signed agreement between the parties. The Sick Leave Bank Committee shall be composed of union members and at least one management member.
c. The Sick Leave Bank shall be available as a source of sick time when all other options (contract year sick leave allotments, 'as if' accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time) are exhausted. The Sick Leave Bank is for very serious or catastrophic illness or injury. The University may also grant, solely at its discretion, additional paid sick time beyond any allotted from the Sick Leave Bank. Consideration of additional paid sick time in excess of any allotted from the Sick Leave Bank shall be coordinated by the Department of Human Resources. The Sick Leave Bank may also be available as a source of paid caretaker leave for an employee who must care for the catastrophic illness or injury of a dependent child or spouse, not to exceed leave entitlements provided under the Federal Family and Medical Leave Act. The Sick Leave Bank may only be accessed for paid caretaker leave after the exhaustion of the 10 sick days of leave available pursuant to 11.1 (a) and exhaustion of all (contract year sick leave allotments, 'as if' accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time.

11.4 Workers' Compensation

When an employee is out of work due to a work-related injury or illness, the procedures and provisions of the Workers' Compensation Statutes will be followed. Should an employee's absence be for less than the duration required for Workers' Compensation coverage to begin, the use of either existing or "as if accrued" sick time shall not disadvantage any future needs for sick time up to the amount utilized. If an employee chooses to supplement the Workers' Compensation pay with their own time balances up to 100% of salary, that time shall be deducted and will not be available for future utilization.

11.5 Fitness for Duty Examinations

The University is permitted to compel an examination by a physician or medical provider of the University's choice and at the University's expense in the following situations:

a. where there are reasonable grounds, based upon observed behavior or lack of performance, suggesting that an employee is unfit to perform the essential functions of the job due to a medical condition (mental or physical);
b. where the University requires verification that an employee is fit to return to work and perform the essential functions of the position following any medical leave;
c. where the University requires verification that an employee on medical leave is, in fact, unable to work; and
d. where there is observed impairment on the job suspected to be the result of drug or alcohol use, pursuant to a protocol mutually agreed upon between the UCPEA and the University by January 2, 2017.

Article 12.

CHILDBIRTH AND PARENTAL BENEFITS

12.1 The University shall grant an employee giving birth to a child six or eight weeks paid leave related to childbirth, as specified in the medical provider's medical disability documentation. Such leave shall be subtracted from their sick leave entitlement to the extent that it exists, including "as if accrued" and previously earned banked sick leave. Time characterized as childbirth leave shall commence on the date of birth and extend six or eight weeks thereafter. This leave will run concurrently with state and federal medical leave laws, as applicable.

12.2 The University shall grant an employee up to five workdays paid leave at the time of birth, adoption, taking custody, or foster placement of a child, or for the prenatal or postnatal care of a spouse or significant other. Such leave shall be subtracted from their sick leave entitlement if it exists and shall be deducted from that portion of the employee's sick leave available for illness of a child. Additional time off beyond the five workdays for bonding or prenatal or postnatal care of a spouse or significant other may be approved under federal and state family and medical leave laws, as applicable. Such leave, if approved, would run concurrently from the employee's first day out on caregiver or bonding leave.

12.3 Following the birth, adoption, or foster placement of a child, parents may be entitled to a bonding or caregiver leave on a reduced schedule leave as applicable under state and federal FMLA. Following the birth, adoption, or foster placement of a child, parents who do not qualify for state or federal FMLA shall be entitled to work half time for up to three (3) months or the date on which they become eligible for state or federal FMLA, whichever comes sooner.

Article 13.

EDUCATIONAL LEAVE

13.1 Each year of the contract a total of up to four (4) educational leaves may be granted to employees in the bargaining unit in order to engage in projects or develop products that are believed to be of value, or to advance the interests or reputation of the University. All such leaves are a privilege rather than a right. Employees desiring such leave must apply through the chain of command at least one year in advance of the projected leave.

Employees with seven (7) or more years of continuous service in the bargaining unit may be eligible for a one-year educational leave.

Employees on such leaves shall not engage in paid employment elsewhere.

No staff member shall be eligible for more than one such leave in a ten (10) year period. At least ten (10) years shall elapse between leaves. The recipient must agree to return to the University for at least one year of service following the leave.

Employees granted educational leave under Article 13.1 shall be allowed to choose to take a 1/2 year leave at full pay rather than a 1 year leave at 1/2 pay. There is no increase in the number of employees allowed to take such leave annually.

Employees granted educational leave under Article 13.1 shall continue to enjoy the full tuition waiver for the duration of their leave as defined under Article 35.

13.2 Educational Leave Application Procedure

a. All applications for educational leave shall be made in writing at least one year prior to the date that the leave is to begin. The written application shall contain a description of the proposed activity to be undertaken, as well as an indication of the mutual benefit to the individual and to the University. This application shall be submitted through the appropriate Department Head, Dean or Director, to the Vice President or their designee who, in turn, will submit it to the Board of Trustees with a recommendation of the appropriate Department Head, Dean or Director, and Vice President or their designee. Only positive recommendations will go beyond the Vice Presidential level.

b. Applicants shall receive written notice in a timely manner of the recommendation at each level in the supervisory chain of command.

   Such written notice shall contain a full explanation of the reasons for any unfavorable recommendation. Ordinarily, the applicant will receive written notice of the Board's final action at least six months prior to the requested commencement of the leave.

c. The Union shall be given written notice of the final approval or disapproval of any application for educational leave.

d. The educational leave application procedure shall not be grievable.

Article 14.

MAINTENANCE OF STATUS WHILE ON PAID LEAVE

14.1 Each employee who is on any paid leave shall automatically receive any pay increases, benefits, accrual of time toward retirement, and standard accrual of vacation time, or seniority that have accrued to their position during the period of such leave.

Article 15.

LEAVES WITHOUT PAY

15.1 Union Leave without Pay

Up to three (3) employees per year, (with an FTE not to exceed one (1)) who are elected or appointed to positions with the Union will, upon prompt application and with the approval of the appropriate Provost, Vice Provost, Vice President or designee, be granted a one-year leave of absence without pay for the purpose of accepting this position. Persons granted full-time leave shall have all insurance and other benefits if they or the Union wish to pay for such benefits. During such leave they shall accrue seniority as though still employed, however, no vacation days will accrue. Persons on partial leave for one year shall retain benefits on a pro-rated basis. Upon return, they shall be placed in the assignment that they left, providing the position has not been eliminated, or placed otherwise in a comparable position for which they are qualified.

15.2 Emergency Leave Without Pay

Short leaves to cover emergency situations may be granted by the appropriate department head if arrangements can be made to assign the work to others. The period of such leave should not exceed ten (10) workdays without prior approval of the Provost, Vice President or their designee. This is intended for reasons other than those covered by the Family and Medical Leave Act.

15.3 Professional Educational Leave Without Pay

Leave of absence without pay may be granted by the Provost or Vice President for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leave should apply through their department head to the appropriate Vice Provosts or Vice Presidents.

15.4 Maintenance of Status While on Unpaid Leave

Any employee on unpaid leave shall have their position retained and upon their return to work shall benefit by any increase in salary and/or fringe benefits that accrued to their position during the period of such leave. Vacation, holiday leaves, and seniority do not accrue during unpaid leave.

15.5 Voluntary Leave Program

The Voluntary Leave Program, as constituted on July 1, 1994, shall be extended for the life of the contract. This may be amended based upon discussions/negotiations between the DAS and the SEBAC.

Article 16.

WORK SCHEDULES

16.1 With the approval of the appropriate Vice President or designee, departments may establish a flexible schedule program that, while not adversely affecting departmental services, can afford greater flexibility to employees. Flexible schedules are considered non-permanent. Before taking effect, in addition to the written authorization of the manager outside the bargaining unit, all such schedules must be approved by the Department of Human Resources.
Except by mutual agreement otherwise, denials shall be given to employees in writing within twenty (20) workdays of the written request. Any denial of a request for a flexible schedule shall be accompanied by a reason for the denial. Denials shall not be arbitrary, capricious, or without good business reason. Prior to filing a grievance an employee may ask that a representative of the administration and a representative of UCPEA attempt to resolve the dispute.

16.2 The University's regular administrative hours are defined as between 8:00 a.m. - 5:00 p.m. UCPEA employees' work schedules normally approximate 35 hours per week (historically 8:30 a.m. to 4:30 p.m.). A flexible schedule is defined as some of the hours falling outside of the University's regular administrative hours.

When the University identifies a need to adopt a temporary flexible schedule, management will first seek volunteers from within the work group. Failing to attract sufficient volunteers, the work group will be empowered to develop schedules to meet the unit's needs. If the work group is unable to address this need, then, consistent with the needs and functionality of the work group, individual employees may now be required to work a temporary flexible schedule of up to one fiscal year, with 20 working days notice. Such requirement will not be made arbitrarily or capriciously. Individuals may be exempted from flexible schedules for reasons including, but not limited to, child/parental care, health or unavoidable personal issues. The parties recognize that the University may require immediate, temporary schedule changes in the event of a declared local, state, or federal natural disaster or health emergency. Such schedule changes shall be limited to the duration of the declared natural disaster or health emergency.

16.3 Changes in Work Schedules Within the University's Regular Administrative Hours

In circumstances where the University identifies a need to change work schedules, within the University's regular administrative hours (between 8:00 a.m. – 5:00 p.m.), management will first seek volunteers from within the work group. Consistent with the needs and functionality of the work group, individual employees can be required to work a different work schedule, within the University's regular administrative hours, with 10 working days notice. Individuals may be exempted from schedule changes for reasons including, but not limited to, child/parental care, health or unavoidable personal issues.

16.4 Off Site Work

The following statement represents current practice and is not an expansion of work conditions. Given the definition of professional work contained in Article 2.1 of this agreement, the University agrees it is not unreasonable to consider differing methodologies for accomplishing professional work. This may include, in some limited cases, agreements to have work produced off site utilizing appropriate technology. Each situation must be evaluated individually, and approved in accordance with established procedure.

16.5 Telecommuting

Telecommuting is a work arrangement in which some or all of the work is performed at a work site that is off University property, such as the home. It is one of the flexible work arrangements that departments may establish for staff to enable them to achieve a more successful work-life balance. Telecommuting arrangements must be in accordance with University telecommuting procedures and be in the best interest of the University. Managers will be encouraged to give serious consideration to all reasonable requests for telecommuting arrangements with the final authority to approve a telecommuting arrangement resting solely with the President, Provost, Vice President or designee. The President, Provost and Vice President decision is final and binding and is not subject to the grievance process.

Article 17.

STUDENT HEALTH AND WELLNESS

17.1 Overtime, Generally

When Student Health and Wellness (SHaW) employees who are licensed as nurses, nurse practitioners, lab technicians or X-ray technicians, are required to work a half shift or more beyond the equivalent of a full-time workweek, they shall be paid at time-and-one-half of their base rate of pay for the additional time worked if they are covered by FLSA. FLSA exempt employees shall receive either time and time-and-one-half pay or time-and-one-half compensatory time. When part-time employees work a half shift or more beyond their regular schedule, they will receive either straight time pay or compensatory time up to the equivalent of a full-time workweek, and time and time-and-one-half worked thereafter.

For FLSA exempt employees, the decision about either pay or compensatory time shall be mutually agreed by the SHaW management and the employee. If there is no agreement the individual shall be paid rather than accrue compensatory time.

At no time shall an FLSA exempt employee receive the time-and-one-half pay or compensatory time provided for in this Section while also receiving the stipends or differentials provided in the other Sections of this Article.

17.2 Shift Differentials

a. Evening Shift

1. The University will pay SHaW employees who are regular employees of the University, who are regularly assigned to work the day shift, who are scheduled to work four (4) or more hours of the evening shift (i.e. until 8 pm or later) (the "evening shift"), a differential of fifteen percent (15%) of their hourly rate as derived from their base annual salary for each hour worked after 4 pm.

2. Except for by mutual agreement, this differential will not apply to employees who, for their own convenience, have requested and been granted permission to work hours other than their scheduled shift, or as a result of a flexible schedule agreement.

3. The evening shift differential shall not be added or combined with any other differential, and in no case will an employee receive more than 15% per hour as a premium for working on an evening shift. The evening shift differential will only be paid for hours actually worked and not while such an employee is on leave of any nature.

b. Night Shift

1. When a SHaW employee who is a regular employee of the University and who is licensed as a nurse, nurse practitioner, lab technician or X- ray technician (collectively, "licensed professionals") is scheduled to work the full weekday night shift, (which shift typically includes those hours between 11:00 pm and 8:00 am, between Monday at 11:00 pm through Saturday at 8 am) (the "night shift"), they shall be paid a differential of 20% of their hourly rate as derived from their base annual salary for each hour worked. This will not apply to employees who happen to work hours that overlap a portion of the night shift, but do not work the full shift.

2. The night shift differential shall not be added or combined with any other differential, and in no case will a licensed professional receive more than 20% per hour as a premium for working on a night shift. The night shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.

3. Under no circumstances will the night shift differential be paid to Advice Nurses, Sexual Assault Response Nurses or Mental Health Services Professionals (MHSPs) unless they actually worked at SHaW during the weekday night shift.

c. Weekends

1. When a licensed professional work between 8:00 am Saturday and 8:00 am Monday (the "weekend"), they shall be paid a differential of 15% of their hourly rate as derived from their base annual salary for each hour worked.

2. Weekend shift differentials shall not be added or combined, and in no case will a licensed professional receive more than 15% per hour as a premium for working on a weekend. The weekend shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.

3. Under no circumstances will the weekend shift differential be paid to Advices Nurses, Sexual Assault Response Nurses or MHSPs unless they actually worked at SHaW during the weekend shift.

17.3 Advice Nurses – Weekends

a. Advice Nurse services will be provided off-site on weekends, only during the academic semesters. The shift between 4:00 pm and 8:00 am beginning on Saturday constitutes a single shift and the shift between 4:00 pm and 8:00 am beginning on Sunday constitutes a single shift. There will be two such shifts per weekend.

b. The coverage pools will consist of qualified SHaW Nurses who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year.

c. The stipend for Advice Nurses for a 4:00 pm to 8:00 am shift will be $264.50.

d. Advice Nurses may be scheduled for one or the other available shifts, or for both shifts. The scheduled nurse will be responsible for coverage of their scheduled shift. If the scheduled nurse is unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the scheduled nurse is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.

e. The protocol for the Advice Nurse receiving phone calls and the contents of the Medical Resource Bag that the Advice Nurse carries will be established in accordance with accepted medical practice.

f. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.

g. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Advice Nurse services), such assignments may be cancelled.

h. It is within the University's discretion to conclude that there is no longer a need for the Advice Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

i. Nurses filling these positions will be exempt from the provisions of Article 18, Compensatory Time.

17.4 Sexual Assault Response Nurses and Mental Health Services – Weekend On Call

a. Assignment of Registered Nurses (RNs) and Advance Practice Registered Nurses (APRNs) (collectively referred to in this Section as "Sexual Assault Response Nurses") to respond to sexual assault situations will be provided on weekends, only during the academic semesters. The shift between 8:00 am on Saturday and 8:00 am on Sunday constitutes a single shift and the shift between 8:00 am on Sunday and 8:00 am on Monday constitutes a second single shift. There will be two such shifts per weekend.

b. The coverage pool will consist of qualified SHaW RNs and APRNs who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year. SHaW management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in under an hour.

c. Stipends:

    1. The stipend for being on call is $18.75 per hour. This is the "on call" rate.
    2. The stipend for Sexual Assault Response Nurses for being on call, but not being called into work for an 8:00 am to 8:00 am shift (24 hours) will be $450.
    3. A Sexual Assault Response Nurse called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two hours, at their regular rate of pay.
    4. For Sexual Assault Response Nurses, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at the employee's regular rate of pay, plus the remainder of the shift's hours paid at the "on call" rate. For example, if a Sexual Assault Response Nurse being paid $80 per hour is called in for 4 hours, the pay for that shift would be 4 hours times $80 ($320), plus 20 hours times $18.75 ($375), for a total of $695.

d. Sexual Assault Response Nurses may be scheduled for one or the other available shifts, or for both shifts. The scheduled Sexual Assault Response Nurse will be responsible for coverage of the scheduled shift. If the Sexual Assault Response Nurse unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the Sexual Assault Response Nurse is unable to arrange coverage, they will notify the administrator on call who will arrange coverage if possible or may authorize the cancellation of coverage for that shift.

e. The protocol for contacting the Sexual Assault Response Nurses with instruction to report to SHaW will be established and published at the beginning of the program.

f. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Sexual Assault Response Nurse services) such assignments may be cancelled.

g. It is within the University's discretion to conclude that there is no longer a need for the Sexual Assault Response Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

h. Sexual Assault Response Nurses filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.

17.5 Mental Health Services – Weekend On Call

a. After-hours Mental Health Services within SHaW will be provided on weekends, only during the academic semesters. The shift between 8:00 am on Saturday and 8:00 am on Sunday constitutes a single shift, the shift between 8:00 am on Sunday and 8:00 am on Monday constitutes a second single shift. There will be two such shifts per weekend.

b. The coverage pool will consist of qualified UCPEA bargaining unit MHSPs who have successfully completed on-call training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year. SHaW management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in under an hour.

c. Stipends:
    1. The stipend for being on call is $18.75 per hour. This is the "on call" rate.
    2. The stipend for a MHSP being on call but not being called into work for an 8:00 am to 8:00 am shift (24 hours) will be $450.
    3. A MHSP called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two hours, at their regular rate of pay.
    4. For MHSPs, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at the employee's regular rate of pay, plus the remainder of the shift's hours paid at the "on call" rate. For example, if a MHSP being paid $80 per hour is called in for 4 hours, the pay for that shift would be 4 hours times $80 ($320), plus 20 hours times $18.75 ($375), for a total of $695.
    5. The totality of weekend on call stipends for MHSPs is covered by this section. MHSPs may be called in to provide mental health services in response to sexual assault situations, but do not earn an additional stipend under Article 17.4(c).

d. A MHSP filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.

e. The MHSP may be scheduled for one or the other available shifts, or for both shifts. The scheduled MHSP will be responsible for coverage of their scheduled shift. If the MHSP is unable to cover the shift due to emergency reasons, it is their responsibility to arrange

coverage. If the MHSP is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.

f. The protocol for receiving phone calls will be established in accordance with accepted medical practice.

g. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.

h. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for MHSP services) such assignments may be cancelled.

i. It is within the University's discretion to conclude that there is no longer a need for the MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

17.6 9-Month, 10-Month and 11-Month Licensed Professionals

a. Except by agreement otherwise, all licensed professionals employed by SHaW for 9, 10 or 11 months per year will begin the work year one week prior to the first day of classes at the start of the fall semester, at the discretion of the Department as necessary within the operational needs of SHaW.

b. These 9-month, 10-month or 11-month licensed professionals shall accrue vacation time as if the employee worked one continuous month for the portion of time worked in August and the portion of the time worked in their last month of their 9-month, 10-month, or 11-month appointment.

17.7 Student Health and Wellness Physician and Director of Sports Medicine

a. The positions "Student Health and Wellness Physician" and "Director of Sports Medicine" will be exempt from the salary limitations stated in Section 32.4 Salary Schedules.

b. These positions will be exempt from all general provisions of Article 18, Compensatory Time, but will be eligible for "On-Call" pay pursuant to that Article.

c. All other provisions of this collective bargaining agreement shall remain in effect for these positions.

Article 18.

COMPENSATORY TIME

18.1 Non-Exempt Employees

Compensatory time for non-exempt employees shall be in accordance with the Fair Labor Standards Act ("FLSA").

a. Non-exempt members of the bargaining unit shall be paid their "regular rate of pay" for each hour worked up to 40 hours in a workweek consistent with the FLSA and State Department of Labor wage and hour laws and regulations. The implementation of this section shall be consistent with Article 16 (Work Schedules) of the collective bargaining agreement.
b. Non-exempt UCPEA employees' "regular rate of pay" shall be determined by dividing their bi-weekly pay rate by up to seventy hours.
c. Non-exempt UCPEA employees will continue to receive compensatory time off for hours worked in excess of forty in a workweek in accordance with the FLSA and the collective bargaining agreement between the UCPEA and UCONN.
d. Non-exempt UCPEA employees will be required to complete a time card every pay period. Time worked will be reported on a daily basis in quarter hour increments. Use of paid leave time will be charged in quarter hour increments with a one hour minimum.
e. Compensatory time shall be afforded at the rate of one- and one-half hours for each hour for which overtime compensation is required by FLSA.
f. When an employee's compensatory time earned under Article 18 (i.e. the compensatory time) reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
g. The University may elect to reimburse an employee for any unused compensatory time at any time, at its option.
h. To the extent possible, consistent with a department's workload, the choice of when to use accrued compensatory time shall be up to the employee.
i. Upon termination of employment, for any reason, an employee shall be paid out for any unused compensatory time.

18.2 Exempt Employees

An exempt employee, not including those listed in Article 18.5, may be required to work hours beyond their regularly-scheduled workweek. In that situation, the following procedures shall be followed:

a. The first supervisor outside the bargaining unit will confirm in writing to the employee the requirement to work hours specifying the reason for the requirement, and identifying the anticipated reduction in schedule to account for the hours worked beyond the employee's regularly-scheduled workweek. The employee must flex the first five (5) hours worked through a reduction in the employee's schedule within the same pay period.

b. However, if business or operational needs do not allow a reduction in schedule within the same pay period, or if the hours worked exceeds five (5) hours in a pay period, the first supervisor outside the bargaining unit may instead authorize the employee, in writing, to

accrue compensatory time for the amount of hours they were unable to flex. All compensatory time must be recorded on the employee's leave record as it is earned. All compensatory time must be utilized within two years of being earned at times mutually agreeable to the employee and the supervisor.

18.3 Employees will make every effort to request the utilization of accrued compensatory time and supervisors are encouraged to approve these requests whenever business needs permit. If an individual employee's accumulation exceeds a balance of 140 hours, management may request to pay for the time over 100 hours up to a maximum of 40 hours at a time. Management requesting such a payout for an employee must provide a written justification and budget approval to the Executive Director of Employee Relations, who has the final authority to approve or deny the payout request. The manager's justification must explain the extenuating circumstances that made it impossible or impractical for the employee to use accrued compensatory time. Management may request a payout for individual employees no more than once per calendar quarter.

18.4 On Call

An employee is considered to be "on call" when management requires that an individual be continuously available for responding to a work-related call for assistance during hours outside of their normal work schedule. The restraints placed upon the employee's personal freedom shall determine the level of compensation to be afforded for the hours on call as follows:

a. An employee who is required to be available for call and in order to respond their travel is restricted, shall receive compensatory time equal to twenty-five percent of the time they are required to be on call.
b. An employee who is required to be available for call, but has no restrictions to their travel in order to respond, shall receive compensatory time equal to ten percent of the time they are required to be on call.
c. Actual time spent working in response to a call shall be compensated hour for hour with compensatory time.

18.5 Compensatory Time for Positions in Athletics and Residential Life

Due to standard irregular work hours within certain University operations and occupations, a fixed annual amount of compensatory time will be awarded in lieu of the process provided in Section 18.2 as follows:

a. Hall Directors and Community Directors Live-In Staff employed in the Department of Residential Life shall receive seven days of compensatory time in the Fall Semester, seven days of compensatory time in the Spring Semester, and three days of compensatory time in the Summer Semester.
b. Professional staff in positions within the Division of Athletics that have compensatory time balances in excess of 400 hours as of June 30, 2016, and any similar positions created and filled within the Division of Athletics, shall receive five compensatory days on July 1 of each fiscal year and five compensatory days on January 2 of each fiscal year. All compensatory time accrued under this provision by employees in Athletics must be utilized within one year of being earned at times mutually agreeable to the employee and the supervisor.
c. Employees will be notified in writing upon hire or reclassification of eligibility for

compensatory time under this provision.

d. No other compensatory time or extra compensation for the irregular hours of work routinely expected of these positions shall be awarded.

18.6 Compensatory Time for Essential/Emergency Support Services Staff During University Closure

UCPEA members who are designated Essential/Emergency Support Services Staff and must report to work during a University closure shall be compensated hour for hour with compensatory time, except when the closure occurs on a holiday enumerated in Article 8.1 of the collective bargaining agreement, in which case only holiday compensatory time in accordance with Article 8.1 may be earned.

Article 19.

EMPLOYEE FILES

19.1 For the purpose of evaluating an employee, employee files may be maintained at all administrative levels and may contain notes, records and other documentation of employee performance. The employee's official, complete employee file will be housed in the Department of Human Resources.

Each employee shall have the right and may request to review the content of their employee file at any reasonable time mutually agreeable to the employee and the Department of Human Resources.

19.2 Others who shall have access to the employee files are:

a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of employee files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries as designated by the supervisor).

b. Other administrative personnel with legitimate reason may have access through the administrator responsible for the employee file.

c. The UCPEA may review material in the employee's file at any time. An official representative of UCPEA, with the written authorization from the employee, may review specific material contained in the files relating to a grievance or a pending grievance.

19.3 No negative judgments that have not been discussed with the employee nor any materials that are not contained in the complete employee file may be used in any promotion or disciplinary action.

19.4 No anonymous material of any kind shall be placed in any employee file.

19.5 The employee shall be notified of the placement of any negative evaluative material in their employee file within ten (10) workdays, and shall have the right to write a rebuttal to any such

material for inclusion in the file.

19.6 Employees recognize their responsibility to review the contents of their employee files.

19.7 The employee shall have the right to obtain a copy of any material placed in their employee file (excluding pre-employment records), for which a nominal charge may be levied.

19.8 Nothing in this article shall preclude the existence or maintenance of other employee files of a personnel nature.

Article 20.

PROBATIONARY EMPLOYEES

20.1 A probationary employee is an employee who has not completed a working test or trial period in their position. Such a period shall not exceed one year.

a. All employees who have not completed a working test or trial period in the bargaining unit or who have been rehired after a break in service from a position represented by the UCPEA shall serve a one year probationary period.

b. In addition, any current employee voluntarily reassigned or hired as a result of a search may serve a four-month probationary period, at the sole discretion of the first manager outside of the bargaining unit. Employees who fail their four-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously held permanent status, for the full duration established in Article 27. Employees voluntarily reassigned or hired as a result of a search shall be eligible for salary increases as established in Article 32 during this probationary period.

c. Any recalled employee shall serve a four-month probationary period. Employees who are not continued during their four-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously had permanent status. In the first instance this occurs, the employee shall be entitled to the full duration of the recall period established in Article 27. In any instance thereafter, the employee shall only be entitled to the balance, as of the date of return to the recall list after the first placement, of the recall period established in Article 27. Recalled employees shall be eligible for salary increases as established in Article 32 during this probationary period. A manager shall only be required to accept a recalled employee once for a given position. If such employee is not continued during their probationary period, that manager may then initiate a search for that position.

d. Employees who are converted from end-date to permanent in the same position after a year of service, reclassified in their own position and/or involuntarily reassigned shall not be required to serve a probationary period.

Except as provided in Section 20.1 (d), service in a durational position, end-date position, student job or special payroll position does not satisfy any probationary period.

20.2 A newly hired employee shall be provided with a copy of their job template. Newly hired employees will be provided with electronic access to a description and explanation of the Career Paths system.

20.3 Approximately halfway through and at the end of their probationary period, each employee shall be given a written evaluation of their performance that is not grievable under either 23.1 (a) or 23.1 (b).

20.4 In the event that a probationary employee is dismissed before the end of their probationary period, they shall be notified in writing and receive two weeks' notice or pay in lieu thereof.

20.5 Residence Hall Directors who are dismissed before the end of their probationary period will be provided not less than two (2) weeks from the date of the dismissal notice to vacate their University apartment, unless the University has a safety or security concern about the employee remaining in University housing. At the UCPEA's request, the University will agree to meet and discuss exceptional circumstances in which the Residence Hall Director may request additional time to vacate their University apartment. The University's decision whether to grant an extension request is not grievable or arbitrable.

20.6 In no case shall either the dismissal of an employee during their probationary period, or the non-continuation of an employee upon the completion of their probationary period, be grievable under any article of this agreement including 23.1 (b), or grievable and arbitrable under 23.1 (a). A probationary employee who is dismissed, or who is not continued, may appeal within ten (10) days to the office of the appropriate Provost, Vice Provost, Vice President, or designee. Within seven (7) calendar days of the hearing the Provost, Vice Provost, Vice President or designee shall respond in writing. The decision of the Provost, Vice Provost, Vice President or designee is final and not appealable to arbitration.

Article 21.

EVALUATION

21.1 For the purpose of promoting, maintaining and enhancing excellence in job performance, each department shall provide for evaluations of each UCPEA employee at least once a year. Such evaluations shall permit the continuing assessment of the quality of the individual's performance relative to the required duties described in their official job template and internal departmental job specification (if applicable).

21.2 Evaluation Procedures

a. The evaluation period shall be May 1st to April 30th of each year.

b. Management may require employees, or employees may volunteer, to provide an annual report of activity and achievement to be used as a source of information for evaluations. If management makes such a requirement, they must do so in advance of the period for which they want the reporting. Employees shall be given a minimum of two weeks' notice for providing the requested reports. Final reports for an evaluation year must be submitted by April 15th for consideration in the evaluation process.

c. For the purpose of documenting and appraising the employee's performance during the period, as well as for providing suggestions for improvement, each supervisor of UCPEA staff, including supervisors in UCPEA positions, shall prepare a written evaluation with criteria appropriate to that department or work unit. While an evaluation may be done at any time during the evaluation year, one must be prepared and presented to each employee between April 15th and May 1st of each year.

d. A cover sheet indicating appropriate demographic information and overall rating of performance that reflects the details of the evaluation shall accompany each evaluation. Ratings should be categorized as follows:

    - Outstanding
    - Very Good
    - Good
    - In Need of Improvement
    - Unsatisfactory

e. The written evaluation and cover sheet shall normally be discussed with the employee within seven (7) calendar days of the time they are prepared. The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.

f. An employee shall have the right to append to their evaluation a written statement presenting their concerns as they relate to the evaluation. This will be attached to the evaluation, become a permanent part of the record, and will be the final documentation associated with the performance evaluation.

g. In addition to the employee's signature, others shall include the immediate supervisor and the first supervisor outside the bargaining unit, provided they are not the same person. The employee shall be given a copy of the final signed document, and a copy shall be sent to HR by May 15th.

21.3 Either party may request to review the evaluation form between January 1-31, 2023, and subsequently every other year during the month of January. The review process will not extend beyond the month of January. All changes shall be approached as a joint labor-management effort. Any changes the parties agree to make to the evaluation form will go into effect at the start of the following rating period (e.g., changes made in January 2023 would go into effect on May 1, 2023). No changes will go into effect without agreement from both parties. The evaluation form and any changes made thereto shall not be grievable or arbitrable.

21.4 Upon the written request of an employee, a job template will be provided by the Administration.

21.5 An employee may grieve only those evaluations that result in an overall unsatisfactory rating. If the overall unsatisfactory rating results in disciplinary action and the employee was notified of the discipline at the time of the rating, an employee may grieve under Article 22 (Dismissal or Other Disciplinary Action); however, they may not also file a separate grievance on the rating under this Article. During the Article 22 grievance, the unsatisfactory rating shall be incorporated into the grievance.

Article 22.

DISMISSAL OR OTHER DISCIPLINARY ACTION

22.1 The provisions of this article apply to all non-probationary members of the bargaining unit.

The parties are in agreement that discipline shall be for just cause and that, except in cases of serious misconduct, the dismissal of any employee shall occur as the final step in a progressive disciplinary system and only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct should be dealt with through an immediate administrative leave with pay, followed by a hearing at Step 22.3 (b) below.

Grounds for dismissal or other disciplinary action:

a. Documented incompetence or failure to meet satisfactory standards of job performance based on written evaluations of their performance.

b. Failure to meet educational requirements or to fulfill professional commitments, including certification and licensing, made in a written agreement at the time of employment.

c. Misconduct or insubordination to reasonable directives to the employee, given as direct orders which are not illegal, or clearly dangerous, by their Dean, Director, Department Head or designee. If the employee feels that an order is not a part of their responsibilities, they may request and shall be given a written verification of that order. They shall carry out the order and aggrieve through the grievance procedure.

d. Sexual harassment as defined in the CT State Statutes (§ 46a-60(8)).

e. Drug and alcohol abuse in the workplace as defined in University policies.

22.2 Disciplinary action may include: (a) verbal or written warning or reprimand, (b) withholding of a satisfactory performance increase, (c) suspension without pay, (d) demotion, and (e) dismissal. In a case of a violation of 22.1 (c), (d), or (e) above, an employee may be placed on paid administrative leave of absence while the investigation is completed, if it is adjudged to be in the best interests of the University by the appropriate cabinet officer.

22.3 Procedures to be followed when disciplinary action such as the withholding of a salary increase, suspension without pay, demotion, or dismissal is contemplated:

a. The employee shall be notified in writing, with a copy to the UCPEA office, of the investigatory or fact-finding interview. The employee shall be advised of their right to union representation. If representation is waived it shall be done in writing.

b. When the investigation is complete and before a decision about discipline is made, the employee shall be afforded an opportunity to meet with the appropriate cabinet officer or their designee to hear the specific charges, the evidence against them, and to present their side of the situation. The employee shall be afforded fifteen (15) calendar days written notice of this meeting. Said notice shall include the date, time and location of the meeting, and the specific charges that form the reasons that disciplinary action is under consideration. Union representation is an entitlement at this meeting; if waived, the employee must do so in writing. At such a hearing the employee may call witnesses who they feel may have information related to the issue under investigation. A written decision shall be rendered within 15 calendar days from the date of the hearing and shall include a specific notice of discipline to be imposed and the effective date(s) of discipline. An employee who, without legitimate reason, fails to report to this hearing, shall be terminated immediately.

c. The decision of the appropriate cabinet officer or their designee shall be final except for the appeal provisions noted in 22.3 (e).

d. No member of the professional staff shall be suspended without pay until after the hearing specified in 22.3 (b). Placement on paid administrative leave described in 22.2 is understood to be part of the disciplinary process, but is not considered discipline.

e. Suspension without pay, denial of a satisfactory performance increase, demotion or termination may be appealed to arbitration on the merits. For these penalties the arbitrator shall not substitute their judgment for that of the administrator except if it has been arbitrary, capricious or unreasonable.

Article 23.

GRIEVANCE PROCEDURE

The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between administrators and employees, so that the formal grievance procedures will not normally be necessary.

23.1 Definitions

a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or provision(s) of this agreement or of those conditions of employment, which are specified in the contract.

b. A non-contractual grievance shall be a dispute concerning the practices and policies of The University of Connecticut.

c. A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required by either party to this agreement to testify at all levels of the grievance procedure.

d. Immediate Supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter. If, in a contractual grievance the immediate supervisor is also the appropriate Step Two level administrator, the grievant may elect to file at Step Two and waive a Step One hearing.

23.2 Time Limits

A grievant shall be granted thirty-five (35) calendar days from the event giving rise to the grievance to submit the grievance in writing to the immediate supervisor. If the event occurs while the grievant is on authorized leave from the University and/or could not reasonably be expected to be knowledgeable of the event giving rise to the grievance, the grievant will have up to fourteen (14) calendar days after their return to work in which to submit the grievance in writing to the immediate supervisor. Similarly, the supervisor on authorized leave shall have fourteen (14) calendar days after their return to work to respond to the grievance in writing. In no case shall The University of Connecticut administration be obliged to process a grievance, which is submitted forty-five (45) days after the event giving rise to the grievance.

23.3 Procedure for Non-Contractual Grievances

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant, and a representative of the Union (if the grievant so desires) shall within the limits in 23.2 submit said grievance in writing to the immediate supervisor with a copy of the grievance to Labor Relations. The immediate supervisor will meet with the grievant and an UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give their decision in writing within seven (7) calendar days of such meeting.

b. Step Two: Non-Contractual Grievance Panel

If the grievance is not resolved to the satisfaction of the grievant, or the UCPEA on behalf of a group of employees, within fourteen (14) calendar days of the receipt of the decision at Step 1, the grievant or the UCPEA, on behalf of the grievant(s), may notify the University Labor Relations Designee that they wish to appeal to the Non-contractual Grievance Panel.

A Non-contractual Grievance Panel shall be chosen for each grievance in the following manner:

1. Within 21 days of the progression to Step Two the UCPEA shall select three (3) persons from within the UCPEA bargaining unit, but not from the department in which the grievance has been filed. Within 10 days, the University shall choose one of those persons for the Grievance Panel.

2. Within 21 days of the progression to the Step Two the University shall select three (3) persons from among the management of the University, but not from the department in which the grievance has been filed. Within 10 days, the Union shall select one of those persons as a member of the Grievance Panel.

3. Once the panel has been chosen, the panel's charge shall be given jointly by a representative of the University and a representative designated by the Union.

The two (2) members chosen above shall constitute the Non-contractual Grievance Panel and shall hold a hearing and render their decision, in writing, within forty-five (45) days of receiving their charge. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the decision is not unanimous, the grievance may go to Step III.

Any changes to the time frame in the Step Two procedure shall be mutually agreed to by the Union and the University. Reasonable requests for extensions shall not be denied.

c. Three: Vice Presidential Step

If the decision of the Non-Contractual Grievance Panel is not unanimous, within fourteen (14) calendar days, the grievant, or the UCPEA on behalf of the grievant(s), may submit the grievance to the appropriate Vice President. The Vice President, Director or their designee may review the work of the Non-Contractual Grievance Panel. Within twenty-eight (28) calendar days after submission, the Vice President, Director or designee shall hold a hearing with the grievant and an UCPEA representative and respond in writing. The decision of the Vice President, Director or designee is final.

23.4 Procedure for Contractual Grievances

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant and a representative of the Union (if the grievant so desires) shall within the time limits of 23.2 submit said grievance in writing to the immediate supervisor with a copy to Labor Relations. The immediate supervisor will meet with the grievant and the UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give their decision in writing within seven (7) days of such meeting.

b. Step Two: Vice Presidential Level

If the grievance has not been resolved to the satisfaction of the grievant, or the Union on behalf of the employees, it shall, within fourteen (14) calendar days of the receipt of the decision at Step One, be submitted to the Vice President. The Vice President, Director or designee shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the grievant and the Union representative. Within seven (7) calendar days of the hearing the Vice President, Director or designee shall respond in writing.

c. Step Three: Arbitration

If the grievance is not resolved to the satisfaction of the Union, within fourteen (14) calendar days of the receipt of the decision at Step Two the Union may submit - with notice to the Provost or appropriate Vice President and Labor Relations designee - the grievance to arbitration. Grievances regarding suspensions of more than ten (10) days, demotions, or terminations and contract interpretation shall be submitted for arbitration to the American Arbitration Association or the Connecticut Board of Mediation and Arbitration. Grievances concerning all other complaints, including suspensions of ten (10) days or less, written warnings or reprimands, and evaluations shall be submitted for arbitration to the Connecticut Board of Mediation and Arbitration. The arbitration rules of whichever forum the grievance is filed shall apply.

To qualify for arbitration, the grievance must meet the definition of a contractual grievance as defined in 23.1 (a) and must cite the specific article(s) of the contract involved.

23.5 Authority of the Arbitrator

a. The arbitrator shall hear and decide only one grievance in each case.

b. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall refrain from issuing statements of conclusions not essential to determining the issues submitted.

c. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

d. The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

23.6 General Provisions

a. Any grievance not presented in writing within the time limits of 23.2 shall not thereafter be considered a grievance under this procedure.

b. Failure at any step of this procedure to appeal a decision within the specified time limit shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.

c. Failure at any step by the employer to respond to the grievant and the Union within the time limits specified at any step allows progression to the next step.

d. Meetings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be defined as aggrieved employees, their Union representatives and qualified witnesses.

e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose, unless the parties agree in writing that it should become a precedent.

f. Non-contractual grievances terminate with the Vice Presidential step and are not subject to arbitration.

g. All time limits above may be extended by mutual agreement of the parties.

h. Non-renewal of an employee with an end date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding their position, is not subject to either the contractual or non-contractual grievance procedure.

i. No policies, rights, responsibilities or prerogatives of the Board of Trustees shall be subject

to the contractual grievance procedure and/or arbitration unless exercised in a manner inconsistent with a specific provision of this agreement.

Article 24.

NO WORK STOPPAGE

24.1 The Union and the Board agree that any differences between the parties on matters relating to the agreement shall be settled by the means provided in the contract. The UCPEA and its members agree that they will not condone, call, engage in, or participate in any strike, slow down, work stoppage or picketing during normal working hours on behalf of its own, or any other labor organization, during the term of this agreement.

24.2 The University agrees there shall be no lockouts during the term of this agreement.

Article 25.

CAREER LADDERS

25.1 The University will continue to support career ladders. All current (Clinical Career Progression Program for Student Health and Wellness Nurses) and approved career ladder programs shall be maintained during the life of the contract. All new programs will be reviewed by the University and submitted to the Provost or appropriate Vice President, with a simultaneous copy provided to the UCPEA.

25.2 In order for employees to develop additional professional skills, and upon mutual agreement by the University and an employee, the employee shall be provided with release time of up to one day per week for one year in order for the employee to assume an internship position in another professional role at UConn. All such agreements shall be reduced to writing and shall be coordinated through the University Department of Human Resources.

Article 26.

VACANCIES AND JOB POSTING

26.1 All newly created or vacant existing bargaining unit positions shall be posted on the Human Resources web page for two weeks, with an electronic copy to the UCPEA office. This specifically exempts positions that may be created and filled within a single unit. An UCPEA applicant for a bargaining unit position who meets the stated minimum qualifications and identifies themself as a member of the unit on their vita shall be granted an interview.

26.2 An employee, upon request, shall be given the status of their application or the reason they were rejected for a position.

26.3 In no case shall the failure to obtain the position or a disagreement with the reasons for being rejected be grievable or arbitrable under this agreement.

Article 27.

REDUCTION OF PROFESSIONAL STAFF

27.1 This section does not refer to probationary employees or those supported by grant funds or contracts.

a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.

b. Whenever a layoff is anticipated, the President or designee shall meet and discuss the potential layoff with the UCPEA. The UCPEA may submit its own proposal for dealing with the problem.

c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.* Exceptions may be made to seniority based upon the following:

    1. Affirmative action judged in relation to goals within the last five years for non-teaching professionals in the UCP level.

    2. The first level supervisor outside of the unit has taken into consideration the skills, experience and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:

        a. professional publications,

        b. awards external to the University related to their profession,

        c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,

        d. self-initiated new programs, projects, or processes that advance the mission of the department or University,

        e. clear and consistent disparity of evaluation over the past 3 (three) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.

3. In those cases when a department is not to be eliminated entirely, and the department or subfunction within a department has been able to maintain as full a range of services as possible.

*The University shall provide the UCPEA with a list of these units in September annually of each contract year.

d. When a reorganization causes two or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided the remaining employees are able to perform the remaining duties with reasonable orientation but not training.

e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.

f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.

g. Any employee who has been laid off shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of the notice of layoff. Employees on the recall list must notify the University of their desire to remain on the recall list every 6 months. Failure to notify the University of continued interest shall result in the removal of the individual from the recall list. Employees on layoff shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.

h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a 6-month probationary period. If the employee is not retained beyond the probationary period, they shall be returned to the recall list in order to be on the recall list for a total of eighteen months.

i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.

j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee.

k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:

1. After 1 year of service: 3 months' notice
2. After 2 years of service: 4 months' notice
3. After 3 years of service: 5 months' notice
4. After 4 years of service: 6 months' notice
5. After 5 years of service: 7 months' notice
6. After 6 years of service: 8 months' notice
7. After 7 years of service: 9 months' notice
8. After 8 years of service: 10 months' notice
9. After 9 years of service: 11 months' notice
10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned.

If the employee wishes to work the notice period, but the University has compelling business reasons to release them, the University has the discretion to issue payment of 50% of the salary that the employee would have earned, in lieu of notice.

l. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article leave without pay and military service does not count toward the calculation of years of service at the University.

m. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.

n. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.

o. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

27.2 This section refers only to members of the unit funded from grants and contracts.

a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in Section 27.2 (b) below.

b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

27.3 All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

Article 28.

MERGERS AND ACQUISITIONS

28.1 In the event that the University is merged into or with any other unit or system of public higher education, this bargaining unit shall remain distinct and this Agreement in full force.

Article 29.

MEET AND DISCUSS

29.1 At the invitation of either party, representatives of the Administration and UCPEA shall meet to discuss matters of professional concern, including hiring practices of a professional nature, e.g. special payroll, or matters relating to the implementation of this agreement. Labor Management meetings shall occur quarterly, or more often to discuss these matters.

29.2 Nothing in this article curbs the right of the Administration to meet with committees or individual professional staff members to discuss such matters unrelated to collective bargaining as the Administration decides.

29.3 UCPEA members will have a structured opportunity to provide anonymous feedback about their managers when a formal evaluation occurs.

Article 30.

PARKING

30.1 The Union shall be entitled to one representative and one alternate on the University Parking Advisory Committee.

30.2 The University shall give advance notice to employees in the event of parking dislocation, except dislocations due to an emergency.

30.3 The distribution of parking permits shall continue in accordance with the procedures as determined by the Parking Advisory Committee.

30.4 The University's Parking Advisory Committee will develop recommendations for distribution of parking spaces.

30.5 Parking at the Regional Campuses and Law School

The University will make parking available at a uniform parking rate to all UCPEA employees on all campuses that is the same as the "Area 2" rate charged at the Storrs campus.

UCPEA employees will be required to secure an Area 2 parking permit and will be charged the same sliding scale fee that exists for Storrs-based employees.

There will be no Area 3 parking at the Regional Campuses or the Law School.

If an employee does not wish to use campus parking, they will not be required to purchase a permit.

In lieu of a designated free parking area at campus locations other than Storrs, UCPEA members whose salary rate qualifies them for a 50% reduction of the Area 2 rate will have their Area 2 parking fee waived.

University parking permits will be honored at all campus locations.

Article 31.

JOB CLASSIFICATION

31.1 Classification System

a. Nothing in this Article will diminish the Board's prerogatives described in Article 3, including, but not limited to, the power to determine for the University what jobs are needed, what the content of a job description should be, or how a particular job should be structured.

b. A description of the Job Classification System is available to all employees through the Human Resources Web Page.

31.2 Career Progression

The University and the UCPEA will continue to meet monthly to develop a process by which managers can nominate employees for within-level progression, due to increased job proficiency and/or relevant professional development by June 30, 2023, unless extended by mutual agreement. This does not constitute an effective date of Career Progression.

The progression will include three (3) ranks: proficient, advanced and expert. Employees are hired at the proficient rank. The salary increase for progression from proficient to advanced is $1,000. The salary increase for progression from advanced to expert is $1,500. These salary increases are independent of any merit awards that may be made through Article 32, Salary. Salary increases for progression will be subject to fiscal constraints, and resulting salaries will not exceed the pay-band maximum. Any denial of a request for a progression in rank shall be accompanied by a written reason for the denial. Denials shall not be arbitrary or capricious. Decisions about progression shall be final and not subject to appeal.

31.3 Reclassification Process

a. DEFINITION: A position assessment to determine whether an employee's position is appropriately classified may be requested when:

In the opinion of the employee and their supervisor, a majority of the job duties and responsibilities have changed to such a degree that the existing classification does not appropriately describe the work that is being done.

The method of classification analysis shall be a position assessment performed by the Department of Human Resources. It is at the University's discretion to determine the methodology for collecting position information and the protocol by which the assessment is performed.

b. No position assessment request will be considered unless the employee has been consistently performing changed duties for at least two months. An employee may not request a position assessment during their first year in the current position or within a year

of reclassification.

When an employee identifies significant changes in their job duties and responsibilities, they shall meet with their supervisor and request that the position be submitted for a position assessment. If the supervisor agrees with the request, within two weeks of the initial meeting, the supervisor shall send a written request to Human Resources asking for a position assessment to be performed. If the supervisor disagrees with the request, within two weeks of the initial meeting, the supervisor will notify the employee in writing, with a copy to Human Resources. In this case, the employee may request through the UCPEA an independent review by Human Resources. This does not preclude the initiation of a position assessment requested by a supervisor or manager without an initial request from an employee, nor does it preclude the removal of duties at any point after a classification specialist determines the changes in duties are at a higher level.

c. Human Resources shall acknowledge the request for a position assessment and forward a link to the job inventory form within one week. The job inventory form will be completed by the employee within 6 weeks of receipt. The job inventory form will then be reviewed and receipt acknowledged by the supervisory chain within 4 weeks of receipt from the employee, and returned to Human Resources. The supervisor's acknowledgement shall represent only an awareness that Human Resources is conducting an objective review of the position for the purposes of establishing the appropriate classification.

d. Following receipt of the completed job inventory form, Human Resources will complete the position assessment and provide the employee, the UCPEA, and the supervisor a written summary of the results within 12 weeks.

e. If the assessment process reveals that a different organizational level and/or job family is appropriate, and the employee meets the minimum requirements for a specific position description within that level or family, the first manager outside the bargaining unit shall authorize the change, or remove those duties identified within the assessment as being outside the classification. The effective date of reclassification shall be 60 days prior to the date the job inventory form was received in Human Resources. In instances where the duties identified as outside the classification are removed, the employee shall be compensated pursuant to Section 31.4, retroactive 60 days prior to the date the job inventory form was received in Human Resources through the date the higher-level duties are removed.

f. If the assessment process reveals that the employee's duties are not appropriately classified, and no specific position description within that level and/or job family exists, the Department of Human Resources shall consider the development of a new job family or modification to an existing one.

g. The decision of the Department of Human Resources shall be final and not subject to appeal. An employee whose reclassification request is denied may request a meeting with the Human Resources Associate who made the assessment and the Director of Human Resources, or designee, to review the reason for the denial and possibly present new evidence.

h. All time limits in this Section may be extended by mutual agreement between the UCPEA and the University.

31.4 Reclassification Salary Increases

If the position assessment results in an employee's position being reclassified to a higher level, the employee's salary may be increased by up to 10%, as approved by Human Resources, on the effective date of the reclassification. The salary increase shall not be more than the maximum of the salary band into which the position is reclassified. Otherwise, the salary increase shall not be less than 2% of the employee's salary on the effective date of the reclassification, or the minimum of the pay-band into which the employee is reclassified, whichever is greater.

31.5 Temporary Appointments

It is within the University's discretion to appoint employees to temporary positions or temporarily assign them additional duties to cover for someone on a leave of absence, to address departmental reorganizations, to fill a need while a full recruitment effort is underway, or for other reasons the University deems appropriate. The University will make every effort to limit temporary appointments to no more than 18 months but reserves the right to exceed 18 months with approval from the Depart

An employee will be compensated for a temporary appointment by at least 2% up to 10% of the employee's salary on the effective date of the temporary appointment.

Article 32.

SALARY

32.1 Salary Increases

Part-time employees receive pro-rated salary and fringe benefits.

a. Effective with the first full pay period following July 1, 2021, a 2.5% increase shall be added to the June 30, 2021 base annual salary of each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2021.

b. Effective with the first full pay period following legislative approval of this agreement, a two-thousand, five hundred dollar ($2,500) one-time payment shall be made to each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of March 31, 2022. This payment will not be added to the employee's base salary but shall be included in pension calculations. This payment will be pro-rated for part-time employees.

c. Effective with the first full pay period in July 2022, a 2.5% increase shall be added to the June 30, 2022 base annual salary of each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2022.

d. Effective with the first full pay period following July 15, 2022, a one thousand dollar ($1,000) one-time payment shall be made to each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of July 15, 2022. This payment will not be added to the employee's base salary but shall be included in pension calculations. This payment will be pro-rated for part-time employees.

e. Effective with the first full pay period in July 2023, a 2.5% increase shall be added to the June 30, 2023 base annual salary of each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2023.

f. This Agreement may be reopened for the sole purpose of negotiating general wage increases or merit for the period of July 1, 2024 through June 30, 2025. The Union may effectuate the reopener by notifying the University in writing by January 1, 2024 of its desire to do so.

*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.2 Performance-Based Compensation

Performance-based compensation is an increase to be added to the employee's base salary. Employees who are in their initial probationary period are not eligible for performance-based compensation. For the life of the agreement neither the amount of performance-based compensation nor the failure to receive performance-based compensation shall be grievable or arbitrable.

a. Effective with the first full pay period in July 2021, a 2.0% increase shall be added to the

base annual salary of each current bargaining unit member who performed satisfactorily,* and was a member of the bargaining unit as of January 1, 2021.

b. Effective with the first full pay period in July 2022, a 2.0% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,* and was a member of the bargaining unit as of January 1, 2022.

c. Effective with the first full pay period in July 2023, a 1.5% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,* and was a member of the bargaining unit as of January 1, 2023.

d. Effective the first full pay period of July 2023, the University shall distribute the equivalent of 0.5% of the gross salary amount to be issued as performance-based compensation to current UCPEA bargaining unit members.

e. The University performance-based compensation pool provided in this section is intended to reward those individuals who have sustained a level of performance that consistently exceeds the performance of their peers during the evaluation period, and that have advanced the mission and goals of the Department and the University. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations about performance-based compensation, but the final amounts will be determined by the President, Vice President or Provost. The supervisor may only recommend employees for University performance-based compensation who receive a "Good" evaluation or higher.

f. The percentage pool identified above shall be established on a per capita basis at the level of the President, Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.

g. The University, in consultation with the UCPEA, will develop and deliver supervisory training for performance evaluation and performance management. The performance evaluation process provided in Article 21 of this agreement will be covered in this training.

*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.3 Salary Schedules

Neither the salary offered for a particular job nor assignment of a job series to a salary band are grievable under the contractual or the non- contractual grievance procedure.

a. No employee shall be hired or be employed at less than the minimum salary for the UCPEA salary band. An employee will be hired into the minimum salary unless it is deemed that their qualifications warrant an increased offer. The hiring range shall be defined as any amount between the minimum and defined maximum for each UCPEA salary band. In determining the amount, consideration shall be given to qualifications, experience and market issues.

b. No employee shall be employed at an amount higher than the maximum salary for the UCPEA salary band. If, at the time University performance-based compensation is being

issued, an employee has reached the maximum amount, and receives a recommendation for a performance based compensation increase that is approved by the President, Vice President or Provost, they shall have that amount converted to a lump sum payment that will not be added to the base salary.

c. When presented with evidence that a member is considering leaving the employment of the University, the University will consult with the UCPEA, and with mutual agreement may act immediately to make an upward adjustment in salary in an effort to retain said employee. Such adjustments shall be considered exempted from any equity analysis review.

Effective July 1, 2021

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	$42,569	$55,340	$68,111
2	$47,678	$61,981	$76,284
3	$53,399	$69,419	$85,438
4	$59,807	$77,749	$95,691
5	$66,984	$87,079	$107,174
6	$75,022	$97,528	$120,035
7	$84,024	$109,231	$134,439
8	$94,107	$122,339	$150,571
9	$105,400	$137,020	$168,640

NOTE: Arrived at by adding 2.5% to the July 3, 2020 schedule.

Effective July 1, 2022

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	$43,634	$56,724	$69,814
2	$48,870	$63,530	$78,191
3	$54,734	$71,154	$87,574
4	$61,302	$79,693	$98,083
5	$68,658	$89,256	$109,853
6	$76,897	$99,966	$123,035
7	$86,125	$111,962	$137,800
8	$96,460	$125,398	$154,336
9	$108,035	$140,445	$172,856

NOTE: Arrived at by adding 2.5% to the July 1, 2021 schedule.

Effective July 1, 2023

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	$44,724	$58,142	$71,559
2	$50,091	$65,119	$80,146
3	$56,102	$72,933	$89,764
4	$62,834	$81,685	$100,535
5	$70,375	$91,487	$112,599
6	$78,820	$102,465	$126,111
7	$88,278	$114,761	$141,245
8	$98,871	$128,533	$158,194
9	$110,736	$143,957	$177,177

NOTE: Arrived at by adding 2.5% to the July 1, 2022 schedule.

32.4 Longevity

Employees in the bargaining unit shall be eligible for longevity increments pursuant to the 2011 SEBAC agreement, which provides:

a. 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 that would count toward longevity under the current rules shall be entitled to longevity if they obtain the requisite service in the future.

b. Employees Hired Before July 2, 2011: No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

32.5 Prorating of Salary and Benefits for Nine and Ten Month Employees

a. All 9 or 10 month UCPEA employees shall be paid over 12 months, whether in permanent or end-dated assignments. Benefits shall be prorated in accordance with the contract.

b. There is no option for any 9 or 10-month employee to be paid in any other time frame than the 12-month period.

Article 33.

RETIREMENT, MEDICAL BENEFITS AND DISABILITY INSURANCE

33.1 All retirement benefits now in effect shall remain in effect until and unless they are superseded by arrangements between the State of Connecticut and the State Employee Bargaining Agent Coalition.

33.2 The health insurance program, in effect as of the signing of this agreement, shall remain in effect. Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees as described in C.G.S. 5-257. Additional benefits negotiated by the State of Connecticut and the Health Care Cost Containment Committee shall be extended to members.

33.3 In addition to the disability insurance available to all employees, the University shall provide, at no cost to the employee, a long-term disability policy for those employees who participate in the Alternative Retirement Program. The plan shall be equivalent to that offered other University employees in 1996 and thereafter, but in no case less than the benefits offered in 1996.

Article 34.

TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

34.1

a. Effective July 1, 2021 the amount available per contract year for professional development and training shall be $400,000. Ten percent of the professional development pool may be utilized for University sponsored programs open to and accessible by all UCPEA members. The University's designee shall consult and review with UCPEA's Vice President for Professional Issues concerning University sponsored programs.

   The employee shall submit a written request for funding of reimbursement to attend or participate in professional development and training in accordance with the guidelines established by the UCPEA Professional Development Committee and approved by the University administration.

b. Under guidelines established jointly by the Administration and the UCPEA, reimbursements for tuition and fees will be made to the individual after successful completion of their coursework.

   Effective July 1, 2021, and in each subsequent year of the agreement, $25,000 shall be available per contract year for reimbursement of tuition and fees for courses taken by employees. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Effective July 1, 2021, and in each subsequent year of the agreement, $25,000 shall be available per contract year for reimbursement of fees for courses taken by employees at the University of Connecticut. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Employees taking courses at the University of Connecticut may defer payment of 50% of their tuition of fee rate until one month after completion of the course.

34.2 No more than one-half of the professional development fund may be allotted during the first six months of each contract year. The negotiated tuition reimbursement pool will be divided equally among the summer, fall and spring semesters of each contract year.

34.3 When management requires the employee to obtain work related training, it shall be paid for by the University.

34.4 Employees who wish to take credit courses shall be allowed to request temporary flexible schedules to take such courses. The University shall attempt to accommodate requests within its operating needs. Denials shall be given to employees within 5 workdays of the request, and shall not be arbitrary or capricious or without a good business reason. There shall be a form for employees who wish to take credit courses with a temporary flexible schedule.

Article 35.

TUITION WAIVERS

35.1 Employee

The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. Intercession, summer school, and laboratory classes are specifically excluded. To qualify for a graduate waiver the UCPEA member must either be a matriculated student or the class must be work related. There shall be no waiver of the General University Fee or any other fees except as noted above.

35.2 Children

In addition to the waiver of tuition permitted under C.G.S. Chapter-185b , Section-10a-105 10-119 (b, c, and d), the Board of Trustees shall have full authority to waive tuition for dependent children of bargaining unit members matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses. Dependent child means the employee's biological child; the employee's stepchild, who is the biological or adopted child of the employee's spouse; or the employee's legally adopted child.

Article 36.

CHILD CARE

36.1 Effective July 1, 2021, and each subsequent year of the agreement, $100,000 shall be available annually for partial reimbursement to employees for childcare expenses at licensed child care facilities.

36.2 Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the UCPEA, which conform to state regulations.

Article 37.

TRAVEL

37.1 Within the funds available, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the Provost, Vice President or their designees.

37.2 Mileage reimbursement schedules shall be adjusted annually in accordance with federal guidelines.

Article 38.

HEALTH AND SAFETY

38.1 Committee on Safety

The Environmental Health and Safety Committee shall continue to review and, if necessary, make recommendations on environmental and health issues. The UCPEA shall continue to have a representative on this committee.

38.2 Whenever possible, employees will be notified in advance that the building they are working in will be undergoing repairs, major renovations, or that a parking lot is permanently closing.

38.3 The University's Environmental Health and Safety policy, effective on July 1, 1994, is hereby incorporated into the contract. Updated policies are incorporated as replacements for the 1994 document.

38.4 The University shall provide personal, protective equipment to employees as required by OSHA regulations.

Article 39.

CONSULTING POLICY

39.1 Unrelated outside employment

Bargaining unit members will not be required to notify management of their intention to work outside of work hours if the employment is unrelated to their professional responsibilities at the University, since this type of employment is not considered consulting.

39.2 Notice of intent to accept related employment

When bargaining unit members intend to accept work outside the University, which is related to their professional employment at the University, they will notify their supervisor of their intent. Written notice to their supervisor shall include a statement that the work will occur outside of all work hours and obligations to the University. Employees shall not be allowed to take on work outside of their primary employment, which interferes with their responsibilities at the University. Within 30 days of receipt of a notice from an employee, the University may issue a directive to the employee not to accept outside employment if management believes it interferes with their responsibilities at the University. A University directive to an employee not to accept outside employment shall be grievable under the non-contractual grievance process. If the University fails to meet the timelines contained within the non-contractual grievance process, the issue may be appealed directly to arbitration by the UCPEA. This notice replaces the obligation to request permission to accept outside employment.

39.3 State Ethics Code

Employees are subject to the state ethics code and should take note of those requirements.

Article 40.

UNION LEAVE

40.1 Release Time for Union Business

The University shall grant release time up to a total of 100 days per contract year to individuals elected or appointed to serve as Union representatives, including those elected or appointed to serve on the UCPEA Executive Board. Unused days shall not accrue from one year of the contract to the next.

a. The Union shall provide the Chief Human Resources Officer, the Executive Director of Employee Relations, and Payroll with the names of the individuals so elected or appointed.
b. Release time shall be utilized in a manner that is least disruptive to the individual's professional responsibilities and University operations.
c. Individuals shall submit a request for the use of union release time through the University's designated system (e.g., SharePoint) at least one week in advance of the need for release

time except in extraordinary circumstances when notice shall be as soon as possible or as soon as possible after the fact. The University reserves the right to require employees to record union release time on their timesheets.

40.2 Attendance at Conventions

During a contract year, up to three (3) UCPEA delegates shall be permitted three (3) days each to attend state and/or national conventions of the AFT and the AFL-CIO. Such requests shall be presented by the Union. Before being granted, requests for such leave must be approved by the first supervisory level outside the bargaining unit, as well as by the appropriate University official designated for this purpose. If granted, paid leave shall be provided.

40.3 Internal Training for Union Representatives

The University shall allow for up to one day or two half-day sessions annually of training during which all Union Representatives will be permitted to attend without the use of specific days enumerated in Section 40.1. Such day(s) of training will be scheduled not later than 30 days in advance, and the UCPEA shall notify the Office of Faculty & Staff Labor Relations.

Article 41.

REPRESENTATION RIGHTS AND RESPONSIBILITIES

41.1 Protection from Discrimination

a. No union officer, committee member or representative shall be discriminated against for membership in the Union or for performing Union business.

b. The Union shall not discriminate against any employee.

41.2 Union List of Officers and Representatives

The Union shall furnish to the Chief Human Resources Officer and the Executive Director of Employee Relations a written list of all officers and area representatives, and any changes thereto.

41.3 Conducting Union Business on University Premises

a. Union representatives may visit Union officers during the workday with the permission of the appropriate department heads. It is understood that any time lost from the workday shall be made up at a time mutually agreeable to the parties.

b. No recruiting of membership or collecting of dues shall be conducted during the normal work hours.

c. Any Union officer or representative who wishes to visit with an employee at the employee's place of employment shall secure the permission from the appropriate first supervisor level outside the unit or the department head as designated by such supervisory level. When practicable, such visits shall take place during lunchtime or when the employee is otherwise free from duty assignments.

d. If the Administration sets a grievance hearing during normal work hours, employees who are required to attend such a hearing shall be released and not be required to make up any time.

41.4 Bulletin Boards

Department heads shall provide designated bulletin board space throughout the campus for the exclusive use of the Union.

41.5 Access to Information

a. The Union shall have access to information relative to budget and staffing as they pertain to the bargaining unit. It shall also be provided with the names, addresses and salaries of all bargaining unit employees.

b. The Union may request from the Administration an electronic copy of the agenda and minutes of all open meetings of the Board of Trustees, if they are otherwise unavailable online.

c. The parties agree that by September 1 of each year of the contract the University shall place in the reserve room in the Library a listing of salaries of all University employees.

41.6 Mailroom

The UCPEA may use the University mail service under the current policy of registered organizations. Specifically, this means that the Union shall pay the regular rate, understands that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University and are published at Union expense.

41.7 Service Contribution

Participation in those UCPEA activities that directly relate to the well-being of the University by eight (8) designated officers of the UCPEA may be considered a University service contribution.

41.8 Union Access

Unless there is a statutory or technical limitation, the UCPEA shall be given access to UCPEA membership data through an electronic bi-weekly payroll report. In the case of a technical limitation, the University shall inform the Union that the normal biweekly report is unavailable and the parties will mutually agree on a solution.

The use of E-mail and voice communications for union business shall be allowed so long as it does not disrupt work responsibilities.

Article 42.

UCPEA SECURITY AND PAYROLL DEDUCTIONS

42.1 During the life of this Agreement, a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the UCPEA.

42.2

a. The University shall deduct UCPEA dues bi-weekly from the gross paycheck of each person who authorizes membership deduction.

b. The UCPEA shall provide the University a digital list of dues deduction changes, including any new dues deduction authorizations or revocations on a biweekly basis. The University shall implement all dues deduction changes as soon as possible but no later than 30 days after notification from the UCPEA.

c. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to fund-raising drives sponsored by the University of Connecticut Foundation.

d. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to the Union's COPE (Committee on Political Education) fund.

42.3 The University shall provide the UCPEA a time, no less than one hour, to present at New Employee Orientation. If the University needs to change the time or location of the UCPEA's presentation, it shall provide the UCPEA with as much notice as practicable.

42.4 The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the UCPEA as soon as practicable after the pay period of the employees for whom such deduction is made.

42.5 No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction, nor shall such be made from subsequent payrolls to

cover the period in question. The UCPEA shall be notified when such a situation exists.

42.6 The University shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

42.7 With the exception of Section 42.2 (a), the UCPEA shall hold the University harmless from any liability or damages incurred by the Board of Trustees or its agents in complying with this Article and will reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

Article 43.

SAVINGS CLAUSE

43.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the UCPEA.

43.2 In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

Article 44.

TEMPORARY AND END-DATE EMPLOYEES

44.1 The use of temporary and end-dated appointments shall be limited to the following circumstances:

a. Employees who are funded by grants and contracts.

b. Employees who are hired to cover positions undergoing job searches.

c. Employees hired to cover for a temporary leave of absence.

d. Employees hired for clearly defined and time limited special projects.

e. Employees hired to cover for an employee who is serving in a temporary or interim assignment.

f. Employees hired to cover duties during a departmental reorganization or restructuring.

End-dated appointments not funded by a grant or contract shall be limited to a maximum of three years unless the UCPEA agrees in writing to an extension.

All employees hired on end-date employment authorizations who have been on the end-date appointment for a period of more than 3 years, must have their re-appointment processed 3 months prior to the end of their appointment.

All end-date employees who have been on end-date appointment for a period of more than 5 consecutive years shall be given a minimum of 3 months' notice of non-renewal, in addition to the annual appointment letter. Individuals with five annual appointments shall be eligible for multiple year appointments.

All end-date employees who have been on end-date appointment for a period of more than 4 years and are non-renewed shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of notice of non-renewal. Employees on the recall list must notify the University every 6 months of their desire to remain on the recall list. Failure to notify the University continued interest shall result in the removal of the individual from the recall list. These employees shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.

44.2 While end-date employees do not have permanent status, they are entitled to just cause protection for discipline after one year of employment.

Article 45.

PAY EQUITY

45.1 If coalition bargaining regarding pay equity takes place for state employees, the University agrees to participate in the coalition for the exclusive purpose of determining the pay line, implementation of pay line, and/or the distribution of funds. The University shall not participate in any bargaining as part of a coalition that concerns its classification system.

45.2 The UCPEA agrees that implementation of any coalition bargaining is contingent on the University receiving new monies from the State of Connecticut specifically for that purpose.

Article 46.

WIRELESS COMMUNICATION DEVICE STIPENDS

46.1 At the discretion of the University, a professional employee who is required to utilize a wireless communication device to perform their official duties may receive compensation in the form of a stipend to cover business-related use of the personally owned mobile device. Use of the device, including the eligibility for and the amount of the stipend, shall be determined in accordance with University policy as it may be amended from time to time.

Article 47.

PHASED RETIREMENT PROGRAM

47.1 Phased Retirement Program

With the approval of the Provost, appropriate Vice President, or designee, a Department may offer eligible professional staff an opportunity for a pre-retirement reduction of full-time service, while gradually phasing into retirement over a defined period, not to exceed three years. A professional staff member's eligibility to participate in the program is within the discretion of the Department. A Phased Retirement Program may also be offered on a University-wide basis.

47.2 Eligibility

Professional staff that are eligible and elect to participate must provide an irrevocable retirement date of no more than 3 years in the future. The date selected is subject to written approval by the Department Head.

47.3 Reduction in Workload

During the notice period, the employee will receive a reduction in schedule and workload of 50% and proportionate reduction in salary under the Voluntary Schedule Reduction Program (VSRP). The reduction in schedule may be in the form of working fewer hours per day, working fewer days per week or block leaves in which the employee takes more than 5 consecutive days off at a time. The way in which the reduction of hours is taken will be developed in conjunction with the Department Head and at the Department Head's discretion.

47.4 Notice Period Benefits

During the notice period, as provided in Connecticut General Statute § 5-248c and the associated Regulations, the employee will continue to receive subsidized health and life insurance; receive full credit toward seniority, longevity and retirement; have their salary calculations used in the SERS pension formula adjusted to treat unpaid time as paid; accrue vacation (if applicable), and receive full holiday pay.

47.5 Requirements for Employees

The Application for Phased Retirement and VSRP form must be submitted to the Department Head. If approved, this will initiate the development of a written agreement that sets forth mutually agreeable terms and conditions.

47.6 Reservation of Rights

The Department Head reserves the right to deny an employee's request for participation in the Phased Retirement Program, but such denial must be with the agreement of the Vice Provost, Executive Vice President or designee.

47.7 Reduction to Written Agreement

A written agreement setting forth mutually agreeable terms and conditions of an individual's phased retirement arrangement will be signed by the participant and the Department Head, and must be authorized by the relevant Vice Provost, Executive Vice President or designee. It will provide the essential terms and conditions of the reduced appointment including salary, anticipated hours and/or days or work, and an irrevocable retirement date.

Article 48.

ZIPPER CLAUSE

48.1 This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. Therefore, unless the parties mutually agree to reopen negotiations, the UCPEA waives the right to bargain collectively with respect to any subject not covered in this agreement, even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this agreement.

Article 49.

DURATION

49.1 This agreement shall be in full force and effect from July 1, 2021 through June 30, 2025.

MEMORANDA OF AGREEMENT

All prior memoranda of agreement not incorporated into this agreement are null and void.

Memorandum of Agreement #1
Merit Pool

The parties agree that money withheld as the result of unsatisfactory performance shall be added to the merit pool.

Memorandum of Agreement #2
Weekend and Evening Hours for the Library

To meet the requirements and responsibilities of their work, many staff in the Research and Information Services Department of the University Library, who are regularly assigned to work on evening and weekends, find it impossible to take compensatory time and repeatedly work extraordinary hours during the fall and spring semesters.

In order to respond to this, UCPEA and the University agree that permanent RISD staff, who meet the above criteria, shall be eligible to accrue up to 4 days compensatory time each year. Use of such compensatory time shall be arranged as a mutually agreeable time, when service demands are slower, within two years of the staff member having worked the extraordinary hours.

Memorandum of Agreement #3
Demotion

Demotions, under Article 22, shall be without loss in pay, unless otherwise agreed to by UCPEA and the University.

Memorandum of Agreement #4
Big Brothers/Big Sisters

The State of Connecticut (hereinafter referred to as the "State") and the University of Connecticut Professional Employees Association (hereinafter referred to as "UCPEA") have herein agreed that UCPEA members employed by the University of Connecticut may participate in Big Brothers or Big Sisters programs as provided by P.A. Nos. 99-1 and 00-112. There shall be no expansion of benefits for such participating employees beyond those specifically provided within the Act. The general guidelines applied for participates shall be:

1. The participating employee must have a minimum of one year of state service.

2. The employee must be a full time employee with permanent status.
3. Following each year of active participation in the Big Brother or Big Sister program the employee will be granted one week of additional annual vacation.
4. For purposes of the program the first annual period (year) for program participation runs from September 1, 1998. Effective January 1, 1999, the year period shall be measured annually from the first full month of participation by the employee in the program. In no event shall an individual receive more than one week of vacation for any full year of participation in the program.
5. Failure to complete a full year of program participation will constitute basis for denial of the grant of the additional vacation. Failure to satisfy expected time commitments associated with the program will also constitute denial of the grant of the additional vacation.
6. Big Brothers or Big Sisters will be totally responsible for the program and shall provide the State employer with certification of participants.
7. The grant of the additional vacation will be by OPM and shall not be subject to any appeal. The regulations regarding the utilization of vacation shall govern the utilization of the additional time earned under this program.
8. No activities performed by state employees with Big Brothers or Big Sisters shall be on state time and such activities shall be outside the scope of their employment.

SIGN OFF

For:
The University of Connecticut Professional Employees Association

Kathleen Fischer, President

For:
The Board of Trustees,
The University of Connecticut

Radenka Maric, Interim President

UCPEA Negotiating Team

Kathleen Fischer, Chief Negotiator
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Gina DeVivo Brassaw
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ATTACHMENT B

SUPERSEDENCES

April 1, 2022

Collective Bargaining Agreement Between

The University of Connecticut Board of Trustees and the University of Connecticut Professional

Employees Association (UCPEA)

Pursuant to Conn. Gen. Stat. § 5-278(e), "where there is a conflict between any agreement . . . on matters appropriate to collective bargaining . . . and any general statute or special act, or regulations adopted by any state agency, the terms of such agreement . . . shall prevail . . . ."

In accordance with Conn. Gen. Stat. § 5-278(b), the following state statutes and regulations, if applicable to employees in the unclassified service, are superseded by contrary provisions in this agreement. This list includes continuing, new, and revised supersedences:

Tentative Agreement	Provision	State Statute (as Amended) or Regulation Superseded
Article 1 Recognition	Provides for unit of professional employees.	C.G.S. § 5-196; § 5-198
Article 2 Role of Professional Staff	Defines work to be classified as professional union work and defines employees to be recognized as professional staff.	C.G.S. § 5-196; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 31-58; C.G.S. § 31-60 and related DAS Regulation § 31-60-16; C.G.S. § 31-71a
Article 5 Nondiscrimination	Provides for certain internal administrative and grievance procedures related to concerns of discrimination or about diversity/affirmative action.	DAS Regulation § 5-201-14; C.G.S. § 5-227 and § 5-228; C.G.S. § 31-69b; C.G.S. §§ 46a-51 *et seq.* and related DAS Regulations § 46a-5-1 through 46a-68k-8
Article 6 Vacation Leave	Provides for vacation accruals, cap on such accrual and use.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-250 through § 5-253 and related DAS Regulations § 5-250-1 through 5-250-8; C.G.S § 31-74a; C.G.S. § 31-76k
Article 7 Notice of Intent to Leave	Requires 30 days' notice of intent to leave and attending work for certain of those days.	C.G.S. § 5-243 and related DAS Regulation § 5-243-1

Article 8 Holidays	Establishes holidays on which professionals are not required to work; permits professionals required to work a holiday to arrange for alternative day off; permits the professional to work a holiday to earn a day off on religious or cultural holidays.	C.G.S § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-247 and related DAS Regulation § 5-247-8; C.G.S. § 5-250 and related DAS Regulations § 5-250-1 through § 5-250-8; C.G.S. § 5-251; C.G.S. § 5-254 and related DAS Regulations § 5-254-1 and § 5-254-2; C.G.S. 31-76k
Article 9 Personal Leave	Provides for personal leave.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-250 and related DAS Regulation § 5-250-8; C.G.S. § 31-70; § 31-71e; C.G.S. 31-76k
Article 10 Civic Obligations	Provides for time off for emergency duty for certain professional employees (fire, ambulance, recognized emergency personnel).	C.G.S. § 5-249
Article 11 Sick Leave	Provides for sick leave, limitations on use, accumulation rules for unused time. Includes definition of immediate family and defines parameters for use of unpaid leave and family leave. Provides for sick leave bank and authorization for such leave.	C.G.S. § 5-143; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-244 and related DAS Regulation § 5-244-1; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through § 5-247-12; C.G.S. § 5-248 and related DAS regulations §§ 5-248-1 through § 5-248-6; C.G.S. § 5-248a and § 5-248b and related DAS Regulations §§ 5-248b-1 through § 5-248b-9; C.G.S. § 5-250 and related DAS Regulation § 5-250-6; C.G.S. § 5-251; C.G.S. § 5-254 and related DAS Regulation § 5-254-1; C.G.S. §31-51kk through § 31-51qq and related DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 46a-51 *et seq.* and related DAS Regulations § 46a-5-1 through § 46a-68k-8; C.G.S. § 31-70; C.G.S. § 31-71e; C.G.S. § 31-76k
Article 12 Childbirth and Paternal Benefits	Provides for childbirth and bonding leave.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through § 5-247-12; C.G.S. § 5-248 and related DAS regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248a and § 5-248b and related DAS Regulations § 5-248b-1 through § 5-248b-9; C.G.S. § 5-250;

		C.G.S. § 31-51kk through § 31-51qq and related DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 31-70; C.G.S. § 31-71e; C.G.S. § 31-76k
Article 13 Educational Leave	Provides for educational leave	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-248 and related DAS Regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248c and related DAS Regulations § 5-248c-1 through § 5-248c-3; C.G.S. § 5-250; C.G.S. § 31-70; C.G.S. § 31-71e; C.G.S. § 31-76k
Article 14 Maintenance of Status While on Paid Leave	Provides for continued benefits and accruals to employees on paid leave.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-248 and related DAS Regulations §§ 5-248-1 through § 5-248-6; C.G.S. § 5-248a and § 248b and related DAS Regulations § 5-248b-1 through § 5-248b-9; C.G.S. § 5-248c and related DAS Regulations § 5-248c-1 through § 5-248c-3; C.G.S. § 5-251; C.G.S. § 31-70; C.G.S. § 31-71e; C.G.S. § 31-76k
Article 15 Leaves Without Pay	Provides for unpaid leaves of absence. Provides for certain accruals to continue, but not for vacation, holiday, or seniority to accrue.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-248 and related DAS regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248c and related DAS Regulations § 5-248c-1 through § 5-248c-3; § 5-250; C.G.S. § 31-70; § 31-71e; C.G.S. § 31-76k
Article 16 Work Schedules	Establishes work schedules and circumstances for deviation from work schedules. Addresses telecommuting procedures.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-238 and related DAS Regulations § 5-238-1 through § 5-238-5; C.G.S. § 5-245; C.G.S. § 5-248i; C.G.S. § 31-58; C.G.S. § 31-60; C.G.S. § 31- 68; C.G.S. § 31-71a through § 31-71f; C.G.S. § 31-76b; § 31-76k
Article 17 Student Health and Wellness	Provides for certain salary differentials and compensation for certain employees in Student Health and Wellness.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-238 and related DAS Regulations § 5-238-1 through § 5-238-5; C.G.S § 5-245; C.G.S § 5-253; C.G.S § 31-58, C.G.S § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b
Article 18 Compensatory Time	Provides for compensatory time or other adjustments for work beyond the standard workweek.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-238 and related DAS Regulations § 5-238-1 through § 5-238-5; C.G.S § 5-245; C.G.S. § 5-253; C.G.S § 31-58; C.G.S. § 31-60; C.G.S. § 31- 68; C.G.S § 31-71a

		through § 31-71f; C.G.S. § 31-76b; DAS Regulation § 31-51rr-21.
Article 19 Personnel Files	Provides for certain documents to constitute the employee file. Allows for access to file, disclosure of file to other than the employee, employee right to obtain documents. Requires notice to employee of negative material in employment file.	C.G.S. § 1-206; C.G.S. § 1-210 through § 1-214; C.G.S. § 31-128a *et seq.*
Article 20 Probationary Employees	Provides for probationary periods for new employees, and in circumstances where a staff member accepts a new position through voluntary reassignment/transfer, recall from layoff, rehire or appointment to a new position through a search process. Defines probationary employees.	C.G.S. § 5-196; C.G.S. § 5-200 through § 5-202 and related DAS Regulation § 5-200-1; C.G.S. § 5-215a; C.G.S. § 5-228; C.G.S. § 5-230 and related DAS Regulation § 5-230-1; C.G.S. § 5-235; C.G.S. § 5-239 and related DAS Regulations § 5-239-1 and § 5-239-2; C.G.S. § 5-241; DAS Regulation § 5-201-10.
Article 21 Evaluation	Provides evaluation procedures for professional employees.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-200a; DAS Regulations § 5-201-10 through § 5-201-17; C.G.S. § 5-225; C.G.S. § 5-237 and related DAS Regulation § 5-237-1
Article 22 Dismissal or Other Disciplinary Action	Provides process for and grounds for discipline, including but up to termination.	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-240 and related DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 5-244 and related DAS Regulation § 5-244-1; C.G.S. § 31-68

Article 23 Grievance Procedure	Provides process for grievances and arbitrations, including authority and time limits.	C.G.S. § 5-194; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-201 and related DAS Regulations § 5-201-10 through § 5-201-17; C.G.S § 5-202; C.G.S. § 5 -240 and related DAS Regulations § 5-240-1a through §5-240-8a; C.G.S. § 5-244; C.G.S. § 31-68
Article 25 Career Ladders	Provides for continued support of "Career Ladders" within units.	C.G.S. § 5-196 through 198; C.G.S. § 5-200 through § 5-219 and related DAS Regulation § 5-200-1; C.G.S. § 5-227a and b; C.G.S. § 228; C.G.S. § 5-236; C.G.S. § 5-239
Article 26 Vacancies and Job Posting	Provides for process posting and filling vacancies and job openings.	C.G.S. § 5-196 through 198; C.G.S. § 5-200 and related DAS Regulations § 5-201-1 through § 5-201-17; C.G.S. § 5-228; C.G.S. § 5-236; C.G.S. § 5-239 and related DAS Regulations § 5-239-1 and § 5-239-2
Article 27 Reduction of Professional Staff	Provides process for layoffs, available notice periods and rights when laid off or terminated. Provides for payout of notice period under certain circumstances.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-202; C.G.S. § 5-240; C.G.S. § 5-241 and related DAS Regulations § 5-241-1 and § 5-241-2; C.G.S. § 5-243; DAS Regulation § 5-247-9
Article 28 Mergers and Acquisitions	Provides contract survives any merger.	C.G.S. § 10a-6
Article 29 Meet and Discuss	Requires parties to meet to discuss matters of professional concern.	C.G.S. § 46a-51 *et seq.*
Article 30 Parking	Provides University will continue to offer parking to professional employees; and retains control for the Parking Advisory Committee to establish certain conditions on parking.	C.G.S. § 10a-139; DAS Regulations § 5-141c-4

Article 31 Job Classification	Provides for Career Progression of professional employees and processes for reclassification and temporary appointments.	C.G.S. § 5-196 through § 5-198; C.G.S. § 5-200 through C.G.S. § 5-219 and related DAS Regulations § 5-201-1 through § 5-201-17; C.G.S. § 5-227a and b; C.G.S. § 228; C.G.S. § 5-235; C.G.S. § 5-236; C.G.S. § 5-239 and related DAS Regulations § 5-239-1 and 5-239-2
Article 32 Salary	Provides for increases to salary during term of agreement, including performance-based compensation.	C.G.S. § 3-119; C.G.S. § 5-200 through § 5-200c and related DAS Regulation § 5-200-1; C.G.S. § 5-208 through § 5- 213c; C.G.S. § 10a-105; C.G.S. § 31-58; C.G.S. § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; Comptroller Regulations
Article 33 Retirement, Medical Benefits and Disability Insurance	Provides that professional employees shall be provided health insurance.	C.G.S § 3-123b; C.G.S. § 3-123aaa; C.G.S. § 3-123bbb; C.G.S. § 3-123ddd; C.G.S. § 5-160 through § 5-192x; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-208a; C.G.S. § 5-243; C.G.S. § 5-247 and related DAS Regulations § 5-247-1 through 5-247-12; C.G.S. § 5-248c; C.G.S. § 5-257; C.G.S. § 5-259 through 5-259c; C.G.S. § 31-70; C.G.S. § 31-71e; DAS Regulations §§ 5-155-1 *et seq.*
Article 34 Tuition Reimbursement and Professional Development	Permits a pool for tuition reimbursement and professional development.	C.G.S. § 5-141c; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 10a-26; C.G.S. § 10a-105; DAS Regulations § 5-141c-1 through § 5-141c-11; Comptroller Policies/Regulations
Article 35 Tuition Waivers	Permits tuition waivers and reimbursement of certain fees.	C.G.S. § 5-141c; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 10a-26; C.G.S. § 10a-105; DAS Regulations § 5-141c-1 through § 5-141c-11; Comptroller Policies/Regulations
Article 36 Child Care	Permits a pool for child care reimbursements.	C.G.S. § 5-141c: C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 10a-105; DAS Regulations § 5-141c-1 through § 5-141c-11; Comptroller Policies/Regulations
Article 37 Travel	Provides for travel reimbursement, which will be in the authority of the University.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-141c; C.G.S § 10a-151c; State Travel Regulations; Comptroller Policies/Regulations; DAS Regulations § 5-141c-1 through § 5-141c-11
Article 40 Union Leave	Provides release time to union representatives.	C.G.S. § 31-105 and Comptroller Policies/Regulations

Article 41 Representation Rights and Responsibilities	Requires University to provide demographic information to union. Provides for union use of mail services, bulletin boards, etc. Permits union representatives to handle grievances during regular working hours.	C.G.S. § 1-206; C.G.S. § 1-210 through C.G.S. §1-214; C.G.S. § 31-105; C.G.S. §31-40bb
Article 42 UCPEA Security and Payroll Deductions	Provides for University to deduct membership dues and voluntary contributions.	C.G.S. § 5-260
Article 44 Temporary and End-Date Employees	Provides for certain temporary or durational employment and benefits and/or rights for those employees.	C.G.S. § 5-235
Article 46 Wireless Communication Device Stipends	Provides for stipends to certain employees for approved wireless device use.	C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-141c; Comptroller Policies/Regulations; DAS Regulations § 5-141c-1 through § 5-141c-11
Article 47 Phased Retirement Program	Provides for work reduction prior to retirement by incorporating Voluntary Schedule Reduction Program as administered for the unclassified employees of the University into the agreement. Permits schedule and pay reduction while maintaining full accruals.	C.G.S § 3-123b; C.G.S. § 3-123aaa; C.G.S. § 3-123bbb; C.G.S. § 3-123ddd; C.G.S. § 5-152 through § 5-192x; DAS Regulations § 5-155-1 through § 5-181-1; C.G.S. § 5-200 and related DAS Regulation § 5-200-1; C.G.S. § 5-208a; C.G.S. § 5-238 and related DAS regulations §§ 5-238-1 through 5-238-5; C.G.S. § 5-243; C.G.S. § 5-245; C.G.S. § 5-247 and related DAS Regulations §§ 5-247-1 through 5-247-12; C.G.S. § 5-248c and related DAS Regulations §§ 5-248c-1 through § 5-248c-3; C.G.S. § 5-248i; C.G.S. § 5-257; C.G.S. § 5-259; C.G.S. § 31-58; C.G.S. § 31-60; C.G.S. § 31- 68; C.G.S.§ 31-70; C.G.S. § 31-71a through § 31-71f; C.G.S. 31-76b; C.G.S. § 31-76k

ATTACHMENT C

UCONN
UNIVERSITY OF CONNECTICUT

UNIVERSITY OF CONNECTICUT PROFESSIONAL EMPLOYEES ASSOCIATION LOCAL 3695 AFTCT, AFT, AFL-CIO (UCPEA)

COLLECTIVE BARGAINING SUMMARY

The University of Connecticut began bargaining a successor collective bargaining agreement (CBA) with the University of Connecticut Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO (UCPEA or Union) in late December 2020. The following is a summary of the economic and non-economic articles of the CBA.

Overview

Since July 1, 2016, all UConn employees who are members of a collective bargaining unit have been working under the provisions of a labor agreement negotiated by the University in conformance with statewide wage and benefit framework negotiated between the State and the State Employee Bargaining Agent Coalition (SEBAC).

In anticipation of the current five-year agreement expiring on June 30, 2021, in December 2020, the University began contract negotiations with UCPEA. However, the Parties had not reached an agreement by the expiration of the contract on June 30, 2021, and the Parties entered into an extension agreement to continue key provisions of the contract until June 30, 2022, or legislative approval of a successor collective bargaining agreement.

On February 28, 2022, the University and the UCPEA reached a tentative agreement, and on March 21, 2022, the Union membership ratified the tentative collective bargaining agreement.

UCPEA is UConn's largest full-time bargaining unit with approximately 1900 members. UCPEA represents non-teaching professionals at all UConn locations other than UConn Health. UCPEA has members in virtually every department and work unit in the institution. Members of this bargaining unit include admissions officers, residence hall directors, physicians, nurses, accountants, academic advisors, food service managers and culinary professionals, financial aid counselors, librarians, information technology staff, and many others.

The proposed four-year agreement contains important new provisions and language that address several longstanding concerns shared by both the University and the Union. The agreed-upon changes are focused on a fair contract with the Union with special emphasis on nondiscrimination, diversity, and inclusion, and to fairly compensate the members of our professional workforce. If approved, the Agreement will have an effective date of July 1, 2021 and run through June 30, 2025.

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Office of Faculty & Staff Labor Relations
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DEPOT CAMPUS
STORRS, CT 06269-5075
PHONE 860.486.5684
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www.lr.uconn.edu

ECONOMIC PROVISIONS

Article 32 – Salary

- General Wage Increase (GWI) and Merit: Consistent with the SEBAC framework, with 2% allocated to merit in lieu of increments consistent with the Parties' past practice.

  FY 2022: As soon as practicable following legislative approval of the agreement, 2.5% GWI and 2% performance-based award if performance is not overall unsatisfactory retroactive to July 2021.

  FY 2023: Effective first full pay period in July 2022, 2.5% GWI and 2% performance-based award if performance is not overall unsatisfactory.

  FY 2024: Effective first full pay period in July 2023, 2.5% GWI and 1.5% performance-based award if performance is not overall unsatisfactory and a 0.5% merit pool increase for overall good or better performance.

  FY 2025: Subject to reopener on wages and merit compensation.

- One-Time Payment: Consistent with the SEBAC framework.
  As soon as possible following legislative approval of the agreement, full-time employees on the payroll on March 31, 2022 will receive a $2,500 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.
  Effective July 15, 2022, full-time employees will receive a $1,000 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.
  One-time payments to a bargaining unit member from all University and/or State of Connecticut employment cannot exceed the amount of the one-time payment for a full-time employee.

Article 17 – Student Health and Wellness, formerly Student Health Services

Language was amended to provide for an Evening Shift differential for clinical staff of 15% of the regular rate of pay when required to work beyond normally scheduled day shift into the evening shift.

The language provides parity for Mental Health Services Professionals (MHSP) with the Sexual Assault Response Nurse for the hourly rate for required on-call shifts; the on-call shift hours were expanded from 18 to 24 hours; and clarified how pay is determined if a MHSP has a mixed assignment of on-call time and time worked.

Article 18 – Compensatory Time

Procedures for pay out of accrued comp time were codified limiting payout to one 40-hour payment per quarter and requiring approval for payout by the Executive Director of Employee Relations.

Article 34 – Tuition Reimbursement and Professional Development

Continued at current levels.

Article 36 – Childcare

Continued at current levels.

NON-ECONOMIC PROVISIONS

Article 5 – Nondiscrimination

This Article prohibiting discrimination was augmented with more expansive language affirming the University's commitment to recognize and address issues of discrimination and to foster diversity, equity and inclusion, and the University has agreed to make its best endeavor to develop and annual implicit bias and microaggression training to all members covered by the Parties' agreement.

Article 6 – Vacation Leave

Restored prior contract language regarding the payout of earned vacation time when an employee is terminated.

Article 8 – Holidays

The Holiday Article was amended to recognize Indigenous People's Day, with the understanding that the holiday currently is designated by statute as Columbus Day, and that if the law changes this or any other legal holiday, the agreement will follow the statutory designation.

Article 9 – Personal Leave

The Article was clarified to extend personal leave to 9- and 10-month employees who work 35 hours per week and to prorate the benefit for employees with part-time schedules. This conforms the language to a grievance resolution on this issue.

Article 11 – Sick Leave

The Sick Leave bank (donated time from UCPEA members) was amended to permit an employee to reserve up to two (2) weeks of vacation leave (all other leave must be exhausted) when applying for assistance from the bank.

Article 12 – Childbirth and Parental Benefits, formerly Maternity and Parental Benefits

This Article was amended to increase the leave entitlement for the birth parent from 30 days to six or eight weeks as specified by a medical provider. Eligibility was extended to include foster placement of a child, and to reconcile the leave with state and federal leave entitlements, such as the Family Medical Leave Act (FMLA).

Article 18 – Compensatory Time

Compensatory time (comp time) was modified to remove the requirement that comp time only be earned for working "extraordinary hours," a standard that the Parties have found to be problematic or unworkable for many years. That requirement was replaced with an emphasis on comp time that is required being specifically described and authorized before it is worked, and a requirement that the first 5 hours be flexed through a reduction in the employee's schedule within the same pay period whenever possible.

Article 20 – Probationary Employees

Probationary periods for employees who are voluntarily reassigned or hired after a search may serve a 4-month probation instead of a 6-month probation, at the discretion of the hiring authority. Employees recalled after a layoff will serve a 4-month probationary period instead of a 6-month period.

Residence Hall Directors who are dismissed during their probationary period will receive 2 weeks' notice

to vacate their apartment unless there is a safety or security concern requiring immediately vacating the premises. The language permits a discussion about extending the length of time to vacate the apartment.

Article 21 – Evaluation

Either party may request to review the evaluation form in January 2023, and every other January thereafter. Any changes will be approached as a joint labor-management effort.

Article 23 – Grievance Procedure

The Parties have agreed that grievances filed to Step Three (Arbitration) regarding suspensions of 10 days or less written warnings or reprimands, and evaluations shall be submitted to the Connecticut Board of Mediation and Arbitration. This will result in a cost savings.

Article 25 – Career Ladders

Career ladders will continue to be supported by the University and current programs will continue.

Article 29 – Meet and Discuss

The formal Master Labor Management Committee is eliminated and either Party may bring appropriate issues to the representatives of the other side.

Article 31 – Job Classification

Eliminates references to contractual requirements that have already been met. Timelines for finalizing the standards for Career Progression have been extended to June 30, 2023, and may be extended further by mutual agreement.

Article 35 – Tuition Waivers

A definition of "Dependent child" has been added consistent with current board policy to provide clarity. "Dependent child" means the employee's biological child; the employee's stepchild, who is the biological or adopted child of the employee's spouse; or the employee's legally adopted child. This conforms with longstanding Board policy and codifies an arbitration award on this issue.

Article 40 – Union Leave

This Article has been updated to allow Union release time for individuals elected or appointed to serve as Union representatives, including those elected or appointed to serve on the UCPEA Executive Board.

Article 41 – Representation Rights and Responsibilities

Editorial changes were made to this Article consistent with current practice, such as providing the Union an electronic list of membership data and clarifying that the Union may request an electronic copy of the agenda and minutes of all open meetings of the Board of Trustees, if they are otherwise unavailable online.

Article 42 – UCPEA Security and Payroll Deductions

This Article has been updated to conform with U.S. Supreme Court caselaw on mandatory "agency fees" for employees covered by the collective bargaining agreement. Additionally, conforms to state law requiring the University and other state agencies to provide the union with time to meet with new employees at New Employee Orientation.

Pronoun changes, updating dates and titles, eliminating outdated process, and other stylistic changes. Elimination of Superfluous Articles.

Wherever gender pronouns or other out of date language appeared in the collective bargaining agreement, the Parties agreed to update language to reflect current conventions. Official titles have been updated where necessary. References to outdated time frames, methods and/or technology have been updated or eliminated. Superfluous language has been eliminated.

ATTACHMENT D

UCPEA FISCAL IMPACT - INCREMENTAL - ALL FUNDS						
		FY22	FY23	FY24		Total Cost
Wage Increase	4.5% in FY22, FY23 and FY24 (2.5% GWI, 2% merit)	$ 5,511,667	$ 6,848,487	$ 7,156,669		$ 19,516,822
Lump Sum Payments (Full-time)	$2,500 in FY22, $1,000 in FY23	$ 5,033,975	$ 2,013,590	$ -		$ 7,047,565
Professional Development	No change in benefit	$ -	$ -	$ -		$ -
Child Care	No change in benefit	$ -	$ -	$ -		$ -
Tuition Reimbursement	No change in benefit	$ -	$ -	$ -		$ -
Salary Cost / (Savings)		**$ 10,545,642**	**$ 8,862,077**	**$ 7,156,669**		**$ 26,564,387**
Fringe Benefits		**$ 4,850,995**	**$ 4,076,555**	**$ 3,292,068**		**$ 12,219,618**
Total Cost / (Savings)		**$ 15,396,638**	**$ 12,938,632**	**$ 10,448,736**		**$ 38,784,006**

UCONN
HEALTH

April 1, 2022

Mr. Frederick J. Jortner
Clerk of the House
State Capitol, Suite 109
210 Capitol Avenue
Hartford, CT 06106

RE: Collective Bargaining Agreement between the University of Connecticut Board of Trustees and the University of Connecticut Health Center Chapter of the American Association of University Professors

Dear Mr. Jortner:

In accordance with Conn. Gen Stat. § 5-278(b), the University of Connecticut Health Center ("UConn Health") submits to the Legislature a proposed collective bargaining agreement with the University of Connecticut Health Center Chapter of the American Association of University Professors ("UConn-UCHC").

The agreement was ratified by UConn-UCHC members on March 29, 2022 and approved by the University's Board of Directors on March 30, 2022.

Enclosed please find an original and five (5) copies of the fully executed collective bargaining agreement (Attachment A); an index of collective bargaining agreement provisions that will supersede contrary statutes or regulations (Attachment B); a summary of key provisions in the agreement (Attachment C); and the fiscal impact statement detailing the costs associated with implementation of the agreement (Attachment D).

If approved, the collective bargaining agreement will be in effect from July 1, 2021 through June 30, 2024.

We respectfully request favorable consideration of the agreement. We would be pleased to present testimony in support of the agreement at your pleasure.

Sincerely,

Karen K. Buffkin
Executive Director of Employee Relations

Human Resources
16 MUNSON ROAD, PO BOX 4035
FARMINGTON, CT 06030-4035
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Enclosures

cc: Radenka Maric, Interim President, UConn
Bruce T. Liang, M.D., FACC, Interim Chief Executive Officer, UConn Health
Executive Vice President for Health Affairs, Dean, School of Medicine
Jeffrey Geoghegan, Chief Financial Officer
Lakeesha Brown, Associate Vice President, Human Resources
Jeffrey Beckham, Interim Secretary, OPM
Paul Potamianos, Executive Budget Officer, OPM
Sandra Fae Brown-Brewton, Undersecretary for Labor Relations, OPM
Ibrahim Elali, M.D., FACP, Assistance Professor of Medicine,
President AAUP-UCHC

UCONN
HEALTH

April 1, 2022

Michael Jefferson
Clerk of the Senate
State Capitol, Room 305
210 Capitol Avenue
Hartford, CT 06115

RE: Collective Bargaining Agreement between the University of Connecticut Board of Trustees and the University of Connecticut Health Center Chapter of the American Association of University Professors

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Sandra Fae Brown-Brewton, Undersecretary for Labor Relations, OPM
Ibrahim Elali, M.D., FACP, Assistance Professor of Medicine,

ATTACHMENT A

COLLECTIVE BARGAINING AGREEMENT

Between

The UConn Health
Board of Directors

And

The University of Connecticut Health Center Chapter
of the American Association of University Professors

July 1, 2021 - June 30, 2024

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ARTICLE I
RECOGNITION

1.1 The Board of Directors of UConn Health (hereinafter "Board") recognizes the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter "Union" or "AAUP") as the exclusive bargaining representative for all faculty at UConn Health who are full time or who work a full-time equivalent equal to or greater than twenty percent (0.2 FTE) and who are not excluded in the following paragraph, for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, faculty who are not excluded pursuant to this Article are referred to as "faculty," or "members," or "members of the bargaining unit."

Members of the faculty who hold the following positions are excluded from the bargaining unit: Deans, Senior Associate Deans, Associate Deans, Assistant Deans, the Chief of Medical Staff, Chief Medical Officer, Chief Quality Officer, the Faculty Representative to the UCH Board of Directors, the Special Assistant to the Vice President for Health Affairs, Department Chairs, Dental School Division Chairs, Type II Center Directors, the Director of Health Affairs Policy and Planning, and retired re-employed employees.

1.2 The parties agree that the list of excluded faculty positions may change from time to time. The exclusion of new position titles from the faculty unit shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

ARTICLE 2
BOARD PREROGATIVES

2.1 It is recognized that the Board has and will, consistent with the *By-Laws* of the University of Connecticut Board of Trustees, continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the governance of UConn Health and shall determine the general policies of UConn Health , including those concerning the admission of students and the establishment of schools, centers, divisions, and departments, and to determine the mission of UConn Health and the methods and means necessary to fulfill that mission.

The Board shall determine and make rules for all patient care activities; the care, maintenance, and operations of buildings, land, apparatus, and other property used for school programs and courses; staffing requirements; the calendar; and the establishment of reasonable work rules.

2.2 The Board shall have sole jurisdiction over the selection, appointment, assignment of duties and hours of work, amount of compensation, sick leave, vacation, leaves of absence, termination of service, qualifications, rank, and status of the individual members of the faculty of UConn Health; over standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members for lack of work or other legitimate reason, to establish contracts or subcontracts for services, positions or programs; UConn Health operations, and to determine whether the whole or any part of the operations shall continue except as specifically limited by the terms and provisions of this Agreement.

2.3 These rights, responsibilities, and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this Agreement shall be subject to the grievance provisions of this contract.

ARTICLE 3
AAUP RIGHTS AND SECURITY

3.1 During the life of this Agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the Union.

3.2 Within thirty (30) days of approval of the contract by the Legislature and as instructed by the Union during the life of the contract, the University shall deduct AAUP dues biweekly from the gross paycheck of each member.

3.3 The amount of dues or agency service fee deducted under this article shall be remitted to the Union as soon as practicable after the pay period of the faculty member for whom any such deduction is made. No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The Union shall be notified when such a situation exists.

3.4 AAUP shall provide to UConn Health's payroll office, biweekly any changes to members' authorization to deduct dues in a format mutually agreed upon by the parties. By providing such list, AAUP certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, UCHC-AAUP shall notify UConn Health's payroll office, in writing, of any revocations and the effective date of the same.

3.5 Should a bargaining unit member approach UConn Health or its agents seeking to terminate or modify their contractual relationship with AAUP, that bargaining unit member will be directed to communicate such intent directly with AAUP. In such case, UConn Health may notify the employee of its obligation to comply with this Article, including Section 3.3 above. If UConn Health is informed of a dispute between the bargaining unit member and AAUP concerning the obligation to withhold dues, it may invoke Section 3.6.

3.6 Upon request from UConn Health, AAUP shall provide legally sufficient proof of the authorization to collect dues through the payroll deduction to UConn Health for any employee who disputes said authorization as notified in section 3.5. If the requested proof of authorization is not provided within seven (7) calendar days of the request, UConn Health will cease withholding union dues for that employee not later than the first day of the following payroll period. UConn Health may request a dues reconciliation when a concern has been raised regarding the accuracy of a deduction or to whom the deductions are applied

3.7 On a monthly basis, the Administration shall provide the Union a list of bargaining unit members that will include name, title, department, FTE and salary.

3.8 The Administration will provide the Union, within a reasonable time frame, any information it requests that is needed for collective bargaining, grievance handling or the administration of the contract.

3.9 The Parties will meet periodically to exchange information and to discuss matters of mutual concern.

3.10 This Agreement shall be made available to bargaining unit members electronically. An electronic version (e.g., pdf) of this Agreement shall be posted on the UConn Health website.

3.11 In accordance with procedures promulgated by the Office of the State Comptroller, UConn Health shall allow for the voluntary payroll deduction of contributions for AAUP's political action fund. Authorization for such deduction by the employee shall be provided in writing by AAUP to UConn Health's payroll office consistent with process outlined in 3.3 above. The AAUP will hold UConn Health harmless and indemnify it from any claims, actions or proceedings resulting from this deduction.

3.12 UConn Health assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the AAUP hereby agrees that it will indemnify and hold UConn Health harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the AAUP, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

3.13 Once every two weeks, the AAUP shall be provided time during New Employee Orientation conducted by UConn Health to provide information to newly hired faculty.

ARTICLE 4
GOVERNANCE

4.1 Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board retains its rights, under law, to manage and direct UConn Health, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board, for resolving academic matters, through the organizational divisions of the Health Center.

4.2 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

ARTICLE 5
MAINTENANCE OF PROCEDURES, PRACTICES AND POLICIES

5.1

(a) Maintenance of Procedures and Practices. The Parties agree to maintain for the duration of the contract all procedures and practices for UConn Health not modified by the terms of this Agreement governing appointment, reappointment, non-reappointment, tenure, post tenure review, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified by the most current University or School of Medicine or School of Dental Medicine *By-Laws.*

(b) The Parties agree further that the procedures and practices of UConn Health maintained by Section 5.1 above may be changed only by the Board, consistent with the procedures established in each School's *By-laws,* or by the University of Connecticut Board of Trustees, in the case of modifications to the University of Connecticut *By-Laws.*

5.2 Maintenance of Policies. Nothing in this Agreement shall be construed to deny the authority of the Board to establish or change policies through established processes, which may include prior discussion with the AAUP as appropriate.

ARTICLE 6
NONDISCRIMINATION

6.1 The Board and the Union agree that no bargaining unit member shall be discriminated against because of race, color, sex (including pregnancy), age, national origin, ethnicity, marital status, physical disability, intellectual disability, past or present history of mental disability, learning disability, religious creed, ancestry, sexual orientation, transgender status, gender identity or expression, genetic information, veteran status, political belief, political affiliation or membership or non-membership in any labor organization, or any other characteristic protected by law.

6.2 Allegations of discrimination are not subject to the grievance and arbitration provisions of this contract but may be processed by any aggrieved member of the bargaining unit in accordance with the University's internal procedures or by the use of external administrative and judicial processes.

ARTICLE 7
DISCIPLINE

7.1 The Parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The Parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The Parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

7.2 Dismissal or discipline which is the result of failure to meet satisfactory standards of job performance or is a result of incompetence shall not fall within the purview of this Article, but shall be dealt with exclusively under the University or appropriate School *By-Laws.*

7.3 Discipline is defined as one or more of the following actions: written reprimand or warning, suspension without pay, demotion, and/or dismissal.

A. Discipline shall be for just cause including but not limited to such situations as:

1. neglect of assigned responsibilities;
2. insubordination, serious misconduct, or non-compliance with current University of Connecticut or School *ByLaws;* noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes), University Code of Conduct or with University, State, or Federal regulations governing research; or with Health Center rules or regulations; or pertaining to faculty practice plans and hospital practice standards;

3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the Health Center and/or obtaining promotion, tenure, salary increase, or other benefit;

4. sexual harassment, harassment, discrimination, retaliation, serious misconduct, or other conduct which impairs the rights of students or other staff members.

5. off-duty misconduct or behavior which adversely impacts UConn Health or the University's operations or reputation.

B. Procedures to be followed for written warnings, reprimands, dismissal, demotion, or suspension without pay.

1. The faculty member shall receive in writing a statement from their Department Head, Director, Chair or Division Chair for the School of Dental Medicine of the reasons for the disciplinary action being recommended.

2. Within seven (7) calendar days of receiving the written statement (B. 1), an opportunity for a meeting shall be provided to the faculty member with their Department Head, Director, Chair or Division Chair for the School of Dental Medicine or their designee with an AAUP representative present, should the faculty member so desire. This meeting shall be held within seven (7) calendar days of the member's request. The Department Head, Director, Chair or Division Chair of the School of Dental Medicine shall issue a written recommendation of disciplinary action, if any, to the Dean and setting forth the basis of the recommendation within seven (7) calendar days of the meeting.

3. Within seven (7) calendar days of receiving the recommendation in 7.3.B.2 above, the faculty member shall have the right to appeal to the appropriate Dean or the Dean's designee. At such meeting, the faculty member shall have the right to be represented by the AAUP. The Dean or the Dean's designee shall issue a written decision on the appeal within fifteen (15) calendar days of the meeting. If the faculty member does not appeal the recommendation of discipline, then the Dean shall issue a written decision within seven (7) calendar days of receipt of the recommendation of discipline.

4. The decision of the appropriate Dean or the Dean's designee may be appealed to arbitration on the merits under Article 9 of this Agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps 9.4 and 9.5 of the grievance procedure but shall not be grievable to arbitration.

C. The faculty member has the right to have an AAUP representative present at an investigatory interview at the request of such faculty member.

D. 1. If the UConn Health, including the Schools of Medicine and Dental Medicine, judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the meetings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

E. For cases involving discipline or dismissal for misconduct, the procedures outlined above supersede Section XIV, G, H, I, J and T of the most current edition of the University *ByLaw*[1], except as provided for in Article 7, Section F, below.

F. In lieu of utilizing the arbitration procedures set forth in this Article 7, Section B.4 and Article 9.6 (Contractual Grievance Procedure) for discipline or discharge for misconduct, a faculty member, at their own election, may use the appeals procedures set forth in Article XIV, G, H, I, J and T of the most current edition of the University of Connecticut *By-laws.* Such an election will preclude the faculty member from utilizing the procedures of Article 7, Section B.4 and Article 9.6 to resolve that particular disciplinary matter. A faculty member making such an election must notify the AAUP and the Dean in writing that they are appealing the Dean's decision under the provisions of the University *By-Laws,* within seven (7) calendar days of receiving the Dean's answer as provided for in Article 7.3 B.3, above.

G In no case shall the outcome of the promotion and tenure process be construed as falling under this Article.

H. **Investigations**: The faculty member will receive notification within five (5) business days on the closing of an investigation resulting in a finding of no wrongdoing.

[1] By-Laws sections referenced are titled "Termination of Appointments by the Institution," "Dismissal Procedures," "Suspensions," "Terminal Salary," and "Health Center Faculty Grievance Procedures."

ARTICLE 8
MEDICAL STAFF PEER REVIEW

Faculty members may bring a colleague advocate who is a member of medical staff to peer review meetings held as per the medical staff bylaws related to conduct issues.

ARTICLE 9
CONTRACTUAL GRIEVANCE PROCEDURE

9.1 The Parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.

9.2 Definition: The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this Agreement.

9.3 Resort to Other Procedure: If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, UConn Health shall have no obligation to entertain or proceed with this grievance procedure.

9.4 Informal and Step 1

A. A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the Health Center official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate Department Head or Director of the School or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being grieved. After receiving the formal grievance the Department Head, Director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give their decision in writing to the aggrieved within twenty (20) calendar days of such meeting.

9.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the appropriate Dean or his/her designee. The Dean or the designee shall meet with the member and an AAUP representative within fifteen (I5) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within twenty (20) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

9.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the appropriate Dean or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the AAUP Chapter President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or *de novo* judicial consideration.) The terms of the Agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

9.7 Selection of Arbitrator The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice to arbitrate. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the Parties.

9.8 Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

9.9 Fees and expenses of the arbitrator shall be borne equally by UConn Health and the AAUP.

9.10 General Provisions

A. Any grievance as defined above not presented for disposition in writing within forty (40) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the Agreement. This time limitation may be tolled by written mutual agreement of the parties. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP. All grievances must be filed on a mutually agreed upon form and must clearly state the contract articles claimed to be violated.

B. No member may file for arbitration except with the approval and participation of the AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When meetings are held during hours when a faculty member has work responsibilities, the faculty member is responsible for securing appropriate coverage of those responsibilities. Persons proper to attend for the purposes of this section are defined as aggrieved members, the appropriate AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure unless otherwise provided in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step I or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Dean or his/her representative and the AAUP acting through its Chapter President or representative.

F. The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

ARTICLE 10
JOINT TASK FORCES

10.1 During the term of the contract, either Party may suggest the formation of a special committee or task force comprised of representatives of the AAUP and the administration to consider a subject of special concern or complexity. The convening of such a special committee or task force and the agenda for its deliberations shall require the agreement of both Parties.

ARTICLE 11
LABOR MANAGEMENT COMMITTEES

11.1 UConn Health and the AAUP agree to convene periodic labor-management meetings on matters of mutual concern to either Party.

11.2 Starting January 2018, the Parties shall establish a Committee on Work/Family Balance to address issues of work/family balance impacting the family. The Committee will consist of an equal number of union and management representatives. This Committee will jointly make recommendations to the Deans and the Board as to the best practices and strategies for enhancing work/family balance issues.

ARTICLE 12
JOB SECURITY

12.1 UCONN Health may non-renew faculty contracts with or without cause.

12.2 In the event of a non-renewal consistent with the provisions of this Article, UConn Health will continue its current practice of providing six (6) months of notice to faculty members whose contracts will not be renewed. The Union shall receive notification at the same time notification is provided to the faculty member.

12.3 Nothing contained in this Agreement limits or restricts UConn Health's right to terminate a current faculty member for just cause as set forth in the collective bargaining agreement.

ARTICLE 13
COMPENSATION

13.1 In FY 22 there shall be an amount of dollars dedicated to faculty compensation ("Compensation Pool") of 4.5% for all eligible faculty. The Compensation Pool shall be retroactive to the start of the first full pay period in July 2021. Calculation and distribution of this Compensation Pool is set forth in detail in Article 14.

13.2 In FY 23 and FY 24 there shall be an amount of dollars dedicated to faculty compensation ("Compensation Pool") of 4.5% in each year. Calculation and distribution of this Compensation Pool is set forth in detail in Article 14. The increase shall be effective on the first full pay period in July of each fiscal year.

13.3 In FY 22, all faculty members on the payroll as of March 31, 2022 shall be paid a one-time lump sum payment of $2,500 paid as soon as practicable following General Assembly approval of this Agreement. The $2,500 shall be pro-rated based upon a faculty member's FTE. The lump sum payment shall not be added to a faculty member's base salary.

13.4 In FY 23, all faculty members on the payroll as of July 14, 2022 shall be paid a one-time lump sum payment of $1,000. The $1,000 shall be pro-rated based upon a faculty member's FTE. The lump sum payment shall not be added to a faculty member's base salary.

13.5 The total one-time payment received by a bargaining unit member from all UConn Health and/or State of Connecticut employment in a fiscal year may not exceed the amount of the one-time payment for a full-time member of the bargaining unit.

13.6 The Parties agree that UConn Health retains the authority to make retention and equity raises during the term of the collective bargaining agreement.

13.7 UConn Health will continue its current practices of providing promotional raises.

13.8 In each case where a retention, equity, or promotional raise is given to a bargaining unit member, the AAUP will be provided with notice of said increase.

ARTICLE 14
FACULTY COMPENSATION DISTRIBUTIONS

14.1 Compensation Distribution Pool

For the purpose of calculating the amount available in fiscal years FY 22, FY 23 and FY 24 for EAGWIs and merit distributions out of the Compensation Pool as set forth in Article 13, the following procedures will apply:

A) taking the totbSalaries of all bargaining unit members as of the first Thursday in April in the preceding fiscal year and

B) deducting from that calculated number the totbSalaries of all bargaining unit members hired after December 31st of the preceding fiscal year and the totbSalaries of bargaining unit members participating in the Alternative Bonus Plans (ABP).

i) In FY 22, FY 23, and FY 24,, the Compensation Distribution Pool shall be 4.5% of that resulting number or the Distribution Pool Floor, whichever is higher.

For the purpose of allocating the Distribution Pool or Distribution Pool floor (if used), the Pool shall be proportionally divided between the SOM and the SODM based upon the ratio of totbSalaries from each used to calculate the Distribution Pool; in this division the EAGWIs for faculty in the ABP will not be considered.

14.2 Distribution Pool Floor

The Distribution Pool Floor is a calculated number that defines the lower limit of the Distribution Pool for fiscal years 2022, 2023 and 2024. For FY 22, the Distribution Pool Floor shall be 104.125% of the Distribution Pool Floor used for FY 21. In FY 23 the Distribution Pool Floor shall be 102.25% of the Distribution Pool Floor in FY 22. In FY 24 the Distribution Pool Floor shall be 102.7% of the Distribution Pool Floor used for FY 23.

14.3 Equity Adjusted General Wage Increase (EAGWI)

Bargaining unit faculty members are eligible for an EAGWI to their base salaries (bSalary; not including salary supplements designated for specific responsibilities and which will be relinquished when the responsibility is no longer held)[2] in FY 22, FY23 and FY 24 except for those faculty members hired six months or less before the start of a fiscal year. Each faculty member's target salary (tSalary) is the median salary, by rank and specialty, established by national professional organizations such as the American Association of Medical Colleges (AAMC), the American Dental Education Association (ADEA) or other relevant professional organizations. The amount of each eligible faculty member's EAGWI is a function of where the member's bSalary falls with respect to that faculty member's tSalary, in any fiscal year. The procedures used to establish each faculty member's EAGWI are as follows:

A) Each faculty member in the SOM and the SODM will be mapped to a tSalary, based on the median AAMC or ADEA salary tables, or those of other professional organizations, for their rank and specialty by the Joint Standing Committee which is composed of an equal number of members from the AAUP and the Administration. Mapping of individuals to tSalary shall be based on the negotiated Mapping Principles set forth in Appendix A.

B) For purposes of EAGWI allocation in each fiscal year, the bSalary of each SOM faculty member is divided into Clinical and Academic fractions based on fiscal year to date clinical and academic efforts through pay cycle 21. For EAGWI, the academic effort consists of all an individual's efforts excluding the Clinical category.

C) Each eligible faculty member's EAGWI shall be based, first, on an Equity Adjustment Factor (EAF) and, second, for clinical faculty in the SOM, on a Clinical Performance Market Ratio (CPMR).

D) The EAF is the tSalary divided by the faculty member's bSalary as of pay cycle 21 squared. [(tSalary/bSalary) x (tSalary/bSalary)]

E) For SOM clinical faculty, the CPMR is a measure of clinical productivity that combines the member's clinical productivity compared to peers and compensation compared to peers. Each SOM faculty member will be mapped to the University Health Consortium (UHC) work RVU (relative value units) targets based on the median for rank and specialty. The CPMR is then calculated based on actual clinical performance from April 1 to March 31 of the year prior to the effective date of the EAGWI in FY 23 and FY 24.

   i. Each faculty member's CPMR equals the ratio of the member's work RVUs earned (eRVU) divided by the member's UHC target RVUs (tRVUs), adjusted for clinical effort, divided by the ratio of bSalary divided by the tSalary. [(eRVU/tRVU) ÷ (bSalary/tSalary)]

   ii. For any clinical effort for which work RVU data are not available, eRVU/tRVU =

[2] This is the definition of bSalary for calculations of EAGWI and Merit only.

1.0 for the purposes of calculating CPMR. CPMR = [1.0 ÷ (bSalary/tSalary)]
iii. Faculty with a clinical effort of 25% or less will be automatically assigned an eRVU/tRVU of 1.0. CPMR = [1.0 ÷ (bSalary/tSalary)]
iv. For FY22 only, wRVUs for each clinical member will be equal to wRVU for the period of October 1 2020 – March 31, 2021, multiplied by 2.
v. For faculty with combined clinical efforts that in part yield RVUs and in part do not, the CPMR is calculated as a blend of the two formulae (in a. and b, above), each weighted by the relative efforts.

EAGWI for the academic portion of each faculty member's salary is determined by multiplying that faculty member's EAF times the EAGWI multiplier for each fiscal year.

For FY 22, the EAGWI multiplier will be the number needed to allocate 50% of each Distribution Pool for SOM and SODM to EAGWI and 50% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 23, the EAGWI multiplier will be the number needed to allocate 60% of each Distribution Pool for SOM and SODM to EAGWI and 40% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 24, the EAGWI multiplier will be the number needed to allocate 70% of each Distribution Pool for SOM and SODM to EAGWI and 30% to the Faculty Merit Plan (FMP) for faculty not on ABPs. Faculty on ABPs (*see* 14.5) will be paid EAGWI calculated using the EAGWI multiplier for the current FMP each fiscal year. Individual EAGWI distributions are calculated as EAGWI/100 x academic bSalary.

F) For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of acceptable or better in their relevant annual evaluations qualify for their calculated EAGWIs in each fiscal year. These faculty members are also eligible for academic merit distributions under the Faculty Merit Plan.

For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of marginal in their relevant annual evaluations will receive either one and one-half percent (1.5%) for that fiscal year or their calculated EAGWI, whichever is smaller, in each fiscal year. These faculty members do not qualify for academic merit distributions under the Faculty Merit Plan.

For the academic portion of salaries in the SOM and for the SODM, faculty with an unacceptable score or two consecutive years of marginal scores on the annual evaluation will not be eligible for EAGWI on the academic portion of their bSalary. These faculty members do not qualify for academic merit distributions under the Faculty Merit Plan.

G) For the academic portion of salaries in the SOM and for the SODM, all calculated EAGWIs in each fiscal year will be applied to the faculty member's academic bSalary except that when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for his/her rank and specialty, all further increases in compensation shall be distributed to that faculty member as a quarterly bonus (in July, October, January, April) not added to bSalary. Methods of determining 75th percentile salaries are set forth in Appendix A.

H) For the clinical portion of salary in the SOM, a clinical faculty member with a CPMR greater than or equal to 0.80 will receive the calculated EAGWI on the clinical portion of bSalary and will qualify for clinical merit distributions under the Faculty Merit Plan. A clinical faculty member with a CPMR greater than or equal to 0.70 but less than 0.80 will receive the EAGWI multiplier for that year, or the calculated EAGWI on the clinical portion of bSalary, whichever is smaller, in each fiscal year, but does not qualify for clinical merit distributions under the Faculty Merit Plan. A clinical faculty member with a CPMR between 0.50 and 0.70 will receive the proportional percent value on the linear range of one and one-half percent (1.5%) up to the EAGWI multiplier for that fiscal year or the calculated EAGWI, whichever is smaller. A clinical faculty member with a CPMR at or below 0.5 will receive one percent and one-half (1.5%), or the EAGWI, whichever is smaller. Appendix B provides figures and examples illustrating how wage increase depends upon CPMR value.

I) For the clinical portion of salaries in the SOM, all calculated EAGWI distributions in each fiscal year will be applied to the faculty member's clinical portion of their bSalary. However, when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for the member's rank and specialty, all further increases in compensation shall be distributed to that faculty member as a quarterly bonus (in July, October, January, April) not added to bSalary. Methods of determining 75th percentile salaries are set forth in Appendix A.

J) The effective dates of EAGWIs will be the first full pay period in each fiscal year.

K) A portion of the compensation pool shall be set aside in escrow based upon the average rate of error corrections over the preceding three fiscal years in which there was an increase. This escrow account will be apportioned into SOM and SODM pools respectively, and used to provide distributions where adjustments will occur after the EAGWI effective date for each fiscal year. These include distributions based upon resolution of merit appeals, and any corrections for calculation or data accrual errors. All such adjustments must be approved by the Joint Standing Committee. Faculty appeals for corrections or errors must be provided before October 31st of each fiscal year to be corrected using this escrow account. The funds not expended in this escrow account by April 1st of the final year of this contract will be added back to the SOM and SODM merit pools. Distribution of the remaining funds will be paid out in lump sum bonus payments in the final pay period of FY 2024, to those who were in the bargaining unit as of June 30, 2023, based upon each faculty member's total merit fraction used in FY 23.

14.4 Faculty Merit Plan Pool

The Faculty Merit Plan (FMP) Pools for the SOM and the SODM will equal the funds remaining in each of their respective Distribution Pools after EAGWI distributions for that fiscal year. The SOM FMP pool is then proportionally split based on the ratio of total clinical and academic salary for SOM faculty in the FMP plan, to provide a SOM Clinical FMP pool and a SOM Academic FMP pool.

The effective dates of Merit increases to will be the first full pay period in each fiscal year and will include lump sum bonuses.

A) Faculty Merit Plan – SODM and Academic Portion in SOM

All faculty members not enrolled in the Alternative Bonus Plan (ABP; 14.5 below), and with an academic merit rating of acceptable or above, are eligible in each fiscal year, for academic merit (aMerit) distributions under the FMP.[3]

1) aMerit distributions shall be added to bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. aMerit distributions above the tSalary will be paid as a lump sum bonus. To be eligible for aMerit distribution, a faculty member must have an overall score of acceptable or better during the academic evaluation period from the previous calendar year.

2) Faculty effort aMerit distribution will be based on the faculty member's score in the Research, Education and Administration categories except as noted below. A faculty member's score in the Excellence (Ex) category will be counted, but only to a maximum of ten percent (10%) of his/her total FTE. Faculty effort in excess of 10% FTE in the Ex category, as well as any faculty effort in the Transition (T) category, will be proportionally assigned to the R, E and A categories where that faculty member has designated effort. For each evaluative category a faculty member will be scored on the following scale: unacceptable = 0; marginal = 0.5; acceptable = 1.0; superior (exceptional in SODM) = 2.0. The resulting aMerit value for each category is the evaluation score times the faculty effort in that category adjusted to achieve a distribution of R+E+A+Ex = 100% of academic effort. The faculty member's aMerit Multiplier for each fiscal year shall be the sum of the resulting calculated merit values for the R (R score x adjusted effort), E (E score x adjusted effort), A (A score x adjusted effort) and, if applicable, Ex (Ex score x adjusted effort) categories. [R score x adjusted effort + E score x adjusted effort + A score x adjusted effort + Ex score x adjusted effort = aMerit Multiplier].

3) A faculty member's aMerit Multiplier for each year is multiplied by the member's bSalary times the total academic effort to arrive at a faculty member's aMerit Product. [aMerit multiplier x bSalary x academic effort = faculty aMerit product].

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[3] SOM faculty with less than .5 FTE, who have not been required to undergo an annual merit review, will be considered to have received an "acceptable" score for aMerit.

4) All participating faculty members' academic aMerit Products for an evaluation period are summed to create the total of all faculty aMerit Products. The amount of aMerit distribution to each participating faculty member is calculated as a proportion of each faculty member's aMerit Product to the total of all faculty aMerit Products times that year's aMerit Pool. [(individual faculty aMerit product/total faculty aMerit products) x academic pool dollars = faculty aMerit distribution]

B) Faculty Merit Plan – SOM Clinical Portion

1) The Clinical Merit Pool shall be split into clinical productivity merit 70% and "Good Standing" merit 30%. A clinical faculty member may be eligible for "Good Standing" merit even though he or she does not satisfy the criteria for clinical productivity merit.

2) In order to qualify for clinical merit (cMerit) distributions, a clinical faculty member's CPMR (described in 14.3 (E) above), must be equal to or greater than 0.80 for the previous one year period from April 1st to March 31st. Alternatively, a clinical faculty member can qualify for cMerit distributions, regardless of the member's CPMR, if their ratio of collected revenue to clinical bSalary, for the previous one year period from April 1st to March 31st, is equal to or exceeds 2.2. Revenue/clinical bSalary for the proportion of nonUMG clinical activity will equal one (1.0).

3) Clinical faculty in the FMP, with a CPMR from 0.80 to 3.0, will be assigned a cMerit multiplier proportional to the linear range between 0.5 and 3.0. Faculty with CPMRs above 3.0 will be assigned a cMerit multiplier of 3.0. Alternatively, if a faculty member has a collected revenue/clinical bSalary ratio between 2.2 and 4.0, he or she will be assigned a cMerit multiplier proportional to the same 0.5 to 3.0 range. Faculty with collected revenue/clinical bSalary ratios above 4.0 will be assigned a cMerit multiplier of 3.0. Whichever cMerit multiplier is higher will be used for cMerit distribution. Appendix C provides figures and examples to illustrate implementation of these principles.

4) The clinical faculty member's cMerit Multiplier in each fiscal year is multiplied by the member's bSalary times their clinical effort to arrive at the clinical cMerit Product. [cMerit multiplier x bSalary x clinical effort = clinical cMerit product].

5) All participating faculty members' cMerit products for the evaluation period are summed to create a total of all faculty cMerit products. The amount of an individual's cMerit distribution is calculated as a proportion of the faculty member's cMerit product to the total cMerit products times that year's cMerit pool. [(individual faculty cMerit product/total cMerit products) x cMerit pool = cMerit distribution]

6) cMerit distributions shall be added to a faculty member's bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. cMerit distributions above the tSalary will be paid as lump sum bonuses.

7) cMerit, shall be based, in part, upon "Good Standing".

a) Eligibility for the "Good Standing" portion of cMerit includes two (2) "threshold" requirements:
   i. completion of Mandatory and Compliance Training for the most recent calendar year, and
   ii. no reprimand or violations of Rules of Conduct.

b) For faculty members meeting the threshold requirements, the "good standing" element of cMerit calculation will include weighted elements for:
   i. CGCAHPS performance,
   ii. effective clinical scheduling, and iii. the Chair's/ Center Director's discretionary allocation.

c) CGCAHPS performance will be measured as follows: CGCAHPS surveys for clinic visits will utilize the 7 questions about provider communication activity for the most recent calendar year attached as Appendix C. The weighting will be as follows:

Raw scores from the responses to 7 questions regarding provider communication are provided for each provider, along with an aggregate score. The raw scores are compared to the UHC benchmark with a corresponding percentile. If the aggregate percentile is below the 45%ile, a weight of 0 is given. A weight of 5 is given if the best percentile is at or above the 75%ile. Weights from 0 to 5 are interpolated for percentiles between the 45%ile and the 75%ile. The interpolation is given below, where x is the best aggregate percentile:

For $x < 45$, the weighting is 0

For $x \geq 75$, the weighting is 5

For $45 < x < 75$, the weighting is $0.1667 \times (x-45)$

A minimum number of 28 surveys per year is required to provide a valid assessment of provider performance. If this number of surveys is not obtained, the faculty member will be assigned a weight of 1. Where no surveys are utilized for a clinical specialty the weight assigned will be 1.

Distribution of the pool of dollars as follows:

Individual share = ((indiv points X clinical salary) / sum of everyone's (points X clinical salary)) X CGCAHPS merit pool dollars.

d) Effective clinic scheduling will be determined as follows: cMerit will be given for effective clinical scheduling if there are no avoidable clinic appointment bumps, or up to two excused avoidable bumps as determined by the Chair/Center Director in the previous calendar year. Faculty who qualify for effective clinical scheduling merit will receive his or her respective fraction of the clinical scheduling merit pool based upon his or her clinical FTE and salary.

e) The available department pool (calculated in dollars) for the Chair/Center Director discretionary portion of cMerit will be based on the clinical salaries within the department, and only those faculty members with clinical effort are eligible to receive this discretionary cMerit. Distribution of this pool is at the discretion of the Chair/Center Director, who may consider faculty contributions to the Department or UConn Health, grand rounds attendance, fellowship interviews and seminars, and other activities.

f) The "Good Standing" pool shall consist of 30% of the cMerit pool, and shall be distributed as follows:

20% - CGCAHPS performance
5% - Effective clinical scheduling
5% - Chair's/Center Director's discretion

14.5 Alternative Bonus Plan

UConn Health and the AAUP shall establish an Alternative Bonus Plan ("ABP").

A) Current bargaining unit faculty and any new hires may be offered the option of participating in the ABP at the discretion of the UConn Health.

B) When UConn Health contemplates offering an ABP to a current bargaining unit member or to a new hire, it must provide both the FMP and ABP options with a written description of both. This description will be jointly prepared and agreed to by both UConn Health and the AAUP. This description will also be presented to the current bargaining unit member or new hire as an attachment on the front of the ABP offer (defined as a written contract) and will contain contact information for the AAUP. Appendix D is this description.

C) Any bargaining unit member or new hire offered an ABP shall be provided at least two business days to allow consultation with the AAUP before the contract is finalized. The AAUP will be informed by UConn Health when a current faculty member is offered an ABP in order to provide two business days for consultation with the faculty member.

D) The ABP will pay bonuses based on performance. The performance metrics will be established to be used prospectively. By necessity, performance data will involve a look back from the date of the bonus determination.

E) Bonuses paid out under the ABP will not be added to faculty bSalary.

F) UConn Health and the AAUP shall agree upon a model template which shall include provisions which allow for specifying the duration of the agreement, the allocation of faculty effort relevant to the ABP, the metrics and payment structure for the ABP. The template shall not contain the actual specific terms which would relate to individual bargaining unit members, since these terms could vary based on the specific circumstances of the individual involved.

G) At the time a new hire begins employment with UConn Health, if an ABP was chosen, the AAUP will be provided a copy of the offer letter with the attachment summarizing the FMP and ABP options. The offer letter will reference the attachment and the fact that the new hire understands its contents, which will be confirmed by the new hire's signature on the offer letter. Copies of all ABPs for new hires will be provided to AAUP within 7 days of the start date.

H) Copies of ABPs signed by existing faculty will be provided to AAUP within 7 days of execution.

I) The duration of an ABP for any faculty member shall be subject to the provisions of Article 17 (Multi-Year Appointments) and in no event shall extend beyond June 30, 2026 for Assistant Professors or June 30, 2027 for Associate or Full Professors. After June 30, 2024, no ABP bonuses will be paid until a new collective bargaining agreement is in force. However, if the Parties are unable to reach a successor agreement prior to July 1 2024 due to circumstances beyond the control of the Parties, then UConn Health may continue to pay the full compensation to faculty on ABPs.

J) The specific terms of ABPs in place beyond FY 2024 may be subject to change pursuant to the terms of a successor CBA.

K) No current bargaining unit faculty member or new hire shall be required to accept an ABP as a condition of reappointment or hiring.

L) When a current or prospective faculty member declines an ABP, the base salary of the default FMP shall remain the same as that offered in the ABP.

M) All bargaining unit faculty currently on ICAs shall have the option, at the expiration of their ICAs, to choose either the ABP, if offered by UConn Health, or the FMP pathway.

14.6 Initial Salary

The minimum base salary for new ABP hires shall be at least 80% of the AAMC target (50th percentile/median) for their rank and specialty. A portion of the base salary for faculty on an ABP may be at risk based on the metrics for that particular faculty member's ABP.

14.7 Renewal Salary

When a faculty member is reappointed, the bSalary shall not be reduced from its then current level except when there is: i) a change or reduction in administrative responsibilities with concomitant contractual salary supplements as set forth in a previous employment contract; or ii) an inability of a faculty member to perform the duties associated with their current position and appointment; or iii) a change in duties mutually agreed upon between UConn Health and the faculty member provided that the AAUP has been notified of any contemplated change and the faculty member has been given opportunity to consult with the Union. Reduction in a faculty member's salary can also occur prior to renewal if either of these circumstances arise during the term of the appointment, prior to renewal. Nothing in this paragraph is intended to modify the authority of the Board under other provisions of the collective bargaining agreement including the authority to non-renew a faculty member's appointment.

14.8 Additional Distribution Rules

A) The bSalary for each faculty member used in the distribution calculations for EAGWI and merit shall be the bSalary as of the first day of the last full pay period in the fiscal year.
B) Prior to the calculation of EAGWI and merit, the names of faculty members who will no longer be in the bargaining unit as of July 1 and thus not eligible for EAGWI or merit will be removed from the roster of bargaining unit members.

14.9 Joint Standing Committee

The AAUP and UConn Health have established a Joint Standing Committee, composed of an equal number of representatives from the administration and AAUP, to address ongoing issues related to: salary target mapping, confirmation and validation of metric data and considerations of significant inconsistencies in FTE assignments and/or work productivity targets. If necessary, a third party umpire will mediate disputes that cannot be resolved by the Standing Committee. Nothing in this paragraph modifies the authority of UConn Health to make work assignments.

ARTICLE 15
PARKING

15.1 Parking rates for area passes shall increase annually by no more than the percentage increase in the faculty compensation pool in each year.

15.2 UConn Health shall give notice to the AAUP of any material changes to the existing parking scheme.

ARTICLE 16
PROFESSIONAL DEVELOPMENT

16.1 Faculty at the rank of Instructor or Assistant Professor will have $500 annually for the purpose of professional development for the first five years or until promotion to senior rank, whichever occurs first. The funding for professional development will be identified by both the Dean and Chair/Center Director. If a faculty member does not use their professional funds by June 30 of the fiscal year in which they were allocated, the funds will be forfeited. In no event shall professional development funds accrue from year to year or be the basis of any lump sum payment upon separation.

Professional Development funds are to be used for academic or professional purposes consistent with the guidelines associated with the funding source.

16.2 Advancement and Promotion:
Annually Department Chairs and the Faculty Affairs Office will address faculty mentoring and expectations for promotion with each Instructor. Instructors will be provided with a copy of their annual promotion goals (School of Medicine) or annual performance goals (School of Dental Medicine) as applicable.

16.3 Continuing Dental and Medical Education Support (CDME Professional Development Fund): A fund is established for continuing dental and medical education support in accordance with the following. In each year of the Agreement the following amounts shall be allocated, in no event shall the individual benefit for the CDME Professional Development Fund be altered or increased;

FY 2023	$125,000
FY 2024	$125,000

During the term of this Agreement, unused funds at the end of fiscal year expire. In no event shall CDME Professional Development funds be extended beyond the expiration of the term of the collective bargaining agreement.

Annually, each eligible full-time faculty member shall, upon request, receive up to a maximum of $1,000 from the CDME Professional Development Fund for any academic-related travel expenses (e.g., airfare, lodging, conference registration fees, per diem for meals, etc.). For a faculty member to access and receive CDME professional Development 1) the faculty member must have no available funding in individual accounts (academic enhancement accounts), department, or grant funds (DCAA) available to the faculty member which may be spent on CDME professional development; and 2) CDME Professional Development funds are available in that fiscal year.

Such travel expenses shall require prior approval of the faculty member's department or unit head. The CDME Professional Development funds shall be on a first come, first served basis. Faculty with access to Article 16.1 professional development funds shall be required to exhaust such funds prior to applying for CDME funds.

The Parties acknowledge that the CDME Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the Parties agree that each year, 25% of the CDME fund shall be available only to members of the bargaining unit whose terminal degree was earned within the past eight (8) years or less. If the full amount of this 25% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general CDME Professional Development Fund for that fiscal year, and available to eligible faculty irrespective of when they obtained their terminal degree in accordance with this Article.

ARTICLE 17
MULTI-YEAR APPOINTMENTS

17.1 Terms of In-Residence Faculty Appointments

A. **Initial Appointments**. Initial appointments for all in-residence faculty and SODM clinical-track faculty, regardless of rank, shall be for a minimum of two years, unless (i) the new faculty member requests an appointment of less than two years; (ii) there is no available external funding for a two year appointment; or (iii) the individual is joining the faculty as a result of a private practice being acquired by the UConn Health. All initial appointments shall have a probationary period (see I.D.).

B. **Re-Appointments** – Except when a decision has been made not to renew, the standards for re-appointment shall apply to all in-residence faculty and SODM clinical-track faculty with the exception of faculty who joined the UConn Health as a result of the purchase of a private practice.

1. Period of Re-appointment. Reappointments beyond the initial appointment for Assistant Professors shall be for a minimum period of two (2) yeas, provided the faculty member has achieved the member's Reappointment Standard, and external funding to support the position is available for the appointment period. Nothing herein prevents a faculty member from requesting reappointment to a term less than two years. Reappointments beyond the initial appointment for all Associate and Full Professors shall be for a minimum period of three (3) years provided the faculty member has achieved the member's Reappointment Standard, and external funding to support the position is available for the appointment period. Nothing herein prevents a faculty member from requesting re-appointment to a term less than three years. Faculty who receive a three-year appointment will be assessed on the first year's continuing activity in the final quarter of that year using the academic target in I.B.2.(a) and the 50th percentile of the most recent UHC target for their specialty referenced in I.B.2(b). For faculty on an ABP, the review will apply the standards set forth in the faculty's ABP. Both FMP and ABP faculty who have not met these standards may have their appointment reverted back to a total of two (2) years at the discretion of UConn Health.

2. Re-appointment Standard. The Reappointment Standard for faculty compensated under the Faculty Merit Plan (FMP), is set forth in I (B) (2) (a) and (b), below. For faculty compensated under an Alternative Bonus Plan (ABP), the Reappointment Standard shall be specific, objective and verifiable criteria as set forth in their appointment letter. If a faculty member has not achieved their Reappointment Standard, UConn Health may renew the appointment for a period less than two (2) years or three (3) years, respectively, or non-renew.

a. Academic Target. For faculty participating in the FMP, the academic target is a rating of acceptable or higher, and

b. Clinical Target. For faculty participating in the FMP, the Clinical Target shall be the 55th percentile of the most recent UHC number for each specialty.

3. Elimination of a Program. During the second year of any re-appointment or any subsequent year, the appointment may be terminated (with six months' notice) prior to its end date, if UConn Health decides to eliminate a program.

4. The Reappointment Standards set forth above shall not apply to the next renewal for faculty members participating in an ABP as of June 30, 2015. However, with that next level renewal, and provided that faculty member continues to participate in an ABP, the member's re-appointment letter shall set forth the criteria comprising their Reappointment Standard as defined above in I (B) (2). All new ABP appointment letters, whether initial appointments or renewal appointments, shall set forth the specific criteria comprising the Reappointment Standard.

5. For reappointment decisions made in 2018 for appointment periods covering FY19, the Clinical Target will be reduced to the 50th percentile of the most recent UHC number for that each specialty. If the faculty member does not meet the 50th percentile, then the faculty member's reappointment will be for one year, regardless of whether the faculty member is an Assistant, Associate or Full Professor. The same Clinical Target (50th percentile) and procedure above will apply for reappointment decisions made in 2019 for appointment periods covering FY 20. For reappointment decisions made in 2020 for appointment periods covering FY21, the Clinical Target will return to the 55th percentile of the most recent UHC number for each specialty. If at that time a faculty member has not achieved the member's Reappointment Standard, UConn Health may renew the appointment for a period less than two (2) years or three (3) years, respectively, or non-renew.

C. **Appointment End Dates**. When possible, the end dates of all in-residence faculty appointments shall be based on fiscal years. Exceptions include, but are not limited to:

1. when a faculty member asks for a different end date in order to accept a new position, seek further education ,move away from the area, etc.,

2. when U.S. State Departments for visa applications dictate otherwise.

3. when funding is not available for a full year the end of the appointment period, or

4. the final year of appointment for a faculty member hired under the "Exceptional Post Doc Policy" where employment is for a maximum of three years.

AAUP will be informed of any other exceptions.

D. **Probationary Period**. All initial in-residence faculty appointments shall include a twelve (12) month period of probation. This probationary period applies to all incoming faculty and will not be waived. The period of probation and its terms will be specifically set forth in the appointment letter.

1. Extension of probationary period. A faculty member's probationary period may be extended after periods of leave without pay, use of sick leave, or use of other leave for family and medical leave purposes when a leave exceeds 20 working days. The period of extension shall be equal to the length of time the faculty member was absent. When the probationary period is extended for this reason, the faculty member shall receive written notification, with a copy to the Union, setting forth the length of the extension. There shall be no more than two extensions of the probationary period during the probationary year.

2. Termination during the probationary period. During the probationary period, the Chair/Center Director, with the written approval of the Dean, may terminate the employee's appointment. Written notification of the termination will be provided. There shall be no appeal of such a decision within any University forum or the contractual grievance procedures. A faculty member terminated during the probationary period shall have the option of being informed orally by the Dean or Dean's designee of the reasons for the termination. A faculty member given notice of termination during the probationary period shall be considered to be dismissed during the probationary period even if the last day of employment falls outside the probationary period. Termination during the probationary period is neither a nonrenewal nor a dismissal for cause.

17.2 Non-Renewal of Appointments/Early Departure Initiated by Faculty Member

A. When non-renewal occurs for a basic science faculty member or a faculty member with less than 20% clinical effort, that faculty member may terminate employment with UConn Health without penalty, with a three (3) month notification.

B. If a faculty member is non-renewed or reappointed with reduced FTE, notification shall be given to that faculty member no later than April 1 or three months prior to the end date of the member's current appointment.

C. Faculty with 20% or greater clinical effort who receive notification of non-renewal or appointment with reduced salary or FTE may request release from the six month notification period.

17.3 Initial FTE and Effort Distribution

A. Each faculty member shall have their FTE and initial distribution of effort set forth in their initial appointment letter. For initial appointments, the faculty member's FTE shall be maintained throughout the term of appointment unless the faculty member requests an FTE reduction or there is loss of external funding. Effort distribution may be changed at any time, including during initial appointment.

17.4. Clinical Faculty Weekend Coverage

Appointment letters for clinical faculty with call responsibilities will address the expectations of the projected weekend on-call coverage of the faculty member. On-call weekend coverage is based on the business and operational needs of the specialty and subject to change. This provision is neither grievable or arbitrable under Article 9 of this Agreement.

17.5 The SOM and the SODM will provide, electronically, the AAUP with original and re-appointment letters for members of the bargaining unit not later than two (2) weeks from the date of its issuance.

ARTICLE 18
FTE FOR UNION LEADERSHIP

18.1 Effective July 1, 2022, the President, Vice-President, and Secretary/Treasurer shall be granted either 0.05 or 0.10 FTE requested by the union officer in consultation with Chair/Center Director and specified prior to the start of the fiscal year. The time shall be granted to each for the performance of official union representational duties. This FTE amount shall be designated as administrative time with resulting changes in faculty members' effort allocation being determined by the Chair/Center Director in consultation with the faculty member. The Chair/Center Director will exercise his/her discretion in a reasonable manner.

18.2 UCH-AAUP shall reimburse UConn Health for salary and fringe for FTE on a quarterly basis.

18.3 The AAUP shall provide UConn Health a list after every union election of the individuals occupying the above positions.

18.4 During each contract year, no more than three (3) faculty members may be designated by the union to attend the annual AAUP conference/training for a total of no more than three (3) working days. Such time shall be designated as a no-cost travel authorization

ARTICLE 19
CLINICAL EFFICIENCY AND BEST PRACTICES

19.1 UConn Health will use its best efforts to include relevant bargaining unit faculty members in discussions concerning the implementation of policies and systems regarding such matters as electronic medical records, clinical scheduling and the efficient delivery of quality patient care.

19.2 The parties agree that the faculty involvement contemplated in 19.1 above may be a topic of discussion in the LRMC meetings pursuant to Article 10.1

ARTICLE 20
FACULTY ASSISTANCE PROGRAMS

UConn Health will continue to comply with Connecticut General Statutes Section 19a-12e, as may be amended from time to time, the program known as HAVEN.

Referrals per the statute are confidential. A faculty member can choose to notify their union representative or sign authorization for a union representative to be notified. AAUP must provide a signed, written authorization from the faculty member in order to be provided information from UConn Health related to a referral to the program provided for in Section 19a-12e. If UConn Health refers a faculty member to HAVEN, UConn Health will inform the faculty member that the union can assist the faculty member to navigate the process.

ARTICLE 21
HOLIDAY COMPENSATION

Clinical Faculty who are scheduled and required to work during any of the recognized State holidays, will be provided with an additional vacation day for each holiday worked to a maximum of two (2) days per calendar year. The two (2) days shall be prorated based upon the faculty member's FTE. The holidays worked must be documented and recorded. The two days shall not be paid out and cannot result in exceeding the limit of carryover vacation days for that year.

ARTICLE 22
FACULTY EDUCATIONAL MATERIALS

22.1 UConn Health agrees that a faculty member has rights to educational materials developed by the faculty member, including the member's pre-existing work that is incorporated into educational materials. UConn Health agrees that the faculty member retains all rights of ownership in such materials. The faculty member agrees, however, to grant UConn Health a nonexclusive, royalty-free perpetual license to use, modify, or update such materials and combine the materials with other educational materials. UConn Health agrees that the faculty member retains all other rights of ownership to the educational materials and will be credited and acknowledged in all UConn Health uses of the work.

22.2 The faculty member retains the right to use the substantive content of these educational materials, without further consent or approval of UConn Health, in any scholarly or creative works. In particular, the faculty member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the faculty member has left the full-time employment of UConn Health. Upon departure, a faculty member who believes that the educational materials contain erroneous information may request that their work be nonattributed and that their name be redacted from the materials.

ARTICLE 23
FACULTY FAMILY MEDICAL LEAVE

1. Faculty members may be provided with paid time off for illness or for major life events such as child birth, adoption, child bonding and caregiver leave for a family member with a serious illness in accordance with School of Medicine and School of Dental Medicine guidelines and practice.

2. Faculty members who need such leave time shall request such leave from their Department Chair or Center Director who shall have the authority to grant such reasonable leave as needed in accordance with current practice. Any required medical documentation will be provided by the faculty member to Human Resources in concert with the leave approval.

FACULTY MEDICAL LEAVE DONATIONS

Faculty will be permitted to donate any accrued vacation time to a fellow faculty member who is absent due to a long-term illness, subject to the following:

A. The absent member must have at least one (1) year of service;

B. The absent member must have exhausted all of their paid leave time and be on leave without pay;

C. A request to donate vacation time may be initiated by the Union or the member;

D. The request shall be submitted to Human Resources and shall include a current medical certificate on a form prescribed by UConn Health;

E. Donations may be made in minimum units of one (1) day only;

F. Donations shall be applied to the absent member's payroll account as needed each pay period by consultation between Human Resources and the member or Union representative coordinating the donations. Donations of days shall not exceed the number of days needed to prevent the member from being on leave without pay up to a maximum of ninety ("90") donated days to any single faculty member in a twelve (12) month period.

ARTICLE 24
LONG-TERM DISABILITY INSURANCE

24.1 UConn Health will provide a long-term disability insurance benefit to bargaining unit members with .5 FTE or greater. Said long-term disability policy will provide for a minimum benefit of 60% of monthly rate of basic earnings, a 3% COLA adjustment and an $8,000 monthly maximum benefit.

24.2 Effective January 1, 2017, bargaining unit members hired or rehired by UConn Health will be eligible for long-term disability insurance only if they are in the Alternate Retirement Plan (ARP). Bargaining unit members enrolled in any other retirement plan (i.e., SERS, Hybrid) will be excluded from coverage.

24.3 Effective January 1, 2022, bargaining unit members participating in a SERS or Hybrid retirement plan who have ten (10) or more years of service will be terminated from coverage and any bargaining unit member who thereafter achieves ten (10) years of service shall cease eligibility for coverage thirty (30) days after said date.

24.4 Bargaining unit members excluded from long-term disability coverage as provided above, will be given information on how to buy long-term disability insurance through the State of Connecticut Supplemental Benefits program.

24.5 UConn Health and UCH-AAUP agree that the next RFP issued for a long-term disability policy will request that interested bidders include in their responses an option for eligible faculty bargaining unit members to purchase, at their expense, additional benefit coverage above the $8,000 monthly maximum benefit to a monthly maximum benefit of $12,500.

ARTICLE 25
CURRENT MEMORANDUMS OF AGREEMENT

25. 1 All Memorandums of Agreement currently in effect will be extended to the end of this Agreement. These include the May 21, 2013 MOA on the School of Dental Medicine Executive Council, the July 15, 2014 MOA on Post-Tenure Review, the November 3, 2015 MOA on Two-Year Appointment Non-Renewal Extensions, and the January 15, 2016 MOA on Pass-through Faculty.

ARTICLE 26
SAVINGS CLAUSE

If a court of competent jurisdiction and/or other authority with pertinent jurisdiction invalidates any provision(s) of this Agreement or rules that any provision(s) of this Agreement is contrary to law, such provision(s) shall not be applicable except to the extent permitted by the law, and all other provisions of the Agreement shall continue in effect.

ARTICLE 27
DURATION

27.1 Except as provided for within, the parties agree that this Agreement shall be in effect through June 30, 2024.

Bruce T. Liang

For UConn Health

3/31/2022

Date

For UCHC-AAUP

3/31/2022

Date

ATTACHMENT A
UCH/AAUP Salary Mapping Principles

1. While we understand there may be appeals from individual faculty to be "mapped" in a different way, the following principles will be used as our starting point. Exceptions will be for groups of people (for example, genetic counselors and non-MD doctoral level mental health clinicians) and not for individuals.
2. When a School of Medicine faculty member holds an administrative supplement that will be relinquished in the future if the administrative responsibilities are no longer held, wage increases will be figured on the permanent base salary only (and not the administrative supplement).
3. When a School of Medicine faculty member's clinical effort increases or decreases by .25 FTE or more, that person's salary mapping will be reviewed by the standing committee before the next payout.
4. When a School of Medicine faculty member's clinical activity changes from one area within the specialty to another, the standing committee will review the salary mapping before the next payout.
5. Where salary data do not include the 75th percentile (for example, dental faculty and laboratory animal veterinarians), the 75th percentile is calculated as 125% of the median.
6. Both sides agree that in future years we could sign an MOA to revise the salary mapping for those who cannot be directly mapped to AAMC or ADEA tables.

School of Dental Medicine Faculty

7. Wherever possible and appropriate, we will use ADEA salary Tables 3 and 6 for all schools.
   a. A modified ADEA salary Table 3, adjusted to full time equivalency of ten half-days, will be generated by multiplying a factor of 10 to each salary in the table.
   b. A calculation will be made to determine the adjustment factor between ADEA Table 2 (guaranteed annual salary of full time faculty by rank or title) and ADEA Table 3 (guaranteed annual salary per half-day of full time faculty by rank or title). The adjustment factor will then be applied to Table 6.
   c. ADEA Tables 3 and 6 do not adjust for administrative responsibilities. The respective 50th and 75th percentile target salary will be adjusted upward to reflect the administrative salary supplements associated with the following positions: residency program directors and predoctoral program director.
8. Faculty will be mapped to one of four categories
   a. Basic science – faculty who hold a PhD degree involved primarily in basic science teaching will be mapped to the Basic Science category in Table 3.
   b. Behavioral science – faculty who hold a PhD degree involved primarily in behavioral sciences teaching and research, including those whose primary appointment is in a division other than Behavioral Sciences will be mapped to the Behavioral Science category in Table 3.
   c. Clinical science
      i. If the faculty member is appointed to a Division which correlates to a discipline identified in Table 6, and holds the credentials[4] for that discipline, the faculty member will be mapped to Table 6.
      ii. If the faculty member is appointed to a Division which correlates to a discipline identified in Table 6, but does not hold the credentials for that discipline, the faculty member will be mapped to the general dentistry category in Table 6.

[4] Has the educational training and is eligible to practice that specialty in accordance with CT licensure regulations.

iii. If the faculty member is appointed to a Division which does not correlate to a discipline identified in Table 6, the faculty member will be mapped to the Clinical Science category in Table 3.

d. Research – faculty who hold a PhD degree involved primarily in research will be mapped to the Research category in Table 3.

School of Medicine Faculty

Where possible and appropriate, we will use AAMC salary tables 4, 11, 18 and 25. These tables contain data only for people with doctorate degrees and will be used only rarely for others (as noted in section 12).

9. School of Medicine Faculty with **Medical Doctorate Degrees (e.g., MD, MBBS, DO)**

Reference:
AAMC Table 4: Medical Doctorate/Basic Science Departments/Specialties
AAMC Table 11: Medical Doctorate/Clinical Science Departments/Specialties
AAMC Table 18: PhD or Other Doctoral Degree/Basic Science Departments/Specialties
AAMC Table 25: PhD or Other Doctoral Degree/Clinical Science Departments/Specialties

A. Providing clinical services to patients[5] (not as an intensivist with other specialty)
1. In a clinical specialty as designated in Table 11
- Table 11/Specialty
2. As a geneticist
- Table 4/Genetics

B. Providing clinical services to patients as an intensivist with other specialty
- Table 11/Critical/Intensive Care Medicine and Specific Specialty (Blended Average)

C. Not providing clinical services to patients
1. In Clinical Department
- Table 25/Department Total
2. In Basic Science Department
- Table 18, Basic Science Total All Departments

10. School of Medicine Faculty with **Academic, Research, and Professional Doctorate Degrees (e.g., PhDs, Dr. Ph, EdD, JD, PsyD. ScD.)**

AAMC Table 11: Medical Doctorate/Clinical Science Departments/Specialties
AAMC Table 18: PhD or Other Doctoral Degree/Basic Science Departments/Specialties
AAMC Table 25: PhD or Other Doctoral Degree/Clinical Science Departments/Specialties

A. Providing clinical services to patients as a behavioral health provider
- Table 11/Specialty 30% Table 25/Specialty 70%

B. If in a clinical department (not providing clinical services):
- Table 25/Department Total

[5] Faculty who provide clinical services to patients which are billable through UMG, JDH or a clinical service contract.

C. If in a basic science department (not providing clinical services)
- Table 18/Basic Science Total

11. School of Medicine Faculty with **Other Doctorate Degrees: (for example: AuD, DPM, DVM)**

A. Providing clinical services to patients as an audiologist
- Applicable MGMA salary data

B. Providing clinical services to patients as a podiatrist

1. Medical
- Assistant Professor: APMA Median
- Associate Professor: APMA Median + $10,000
- Professor: APMA + $20,000

2. Surgical
- Assistant Professor: APMA Median x 1.33
- Associate Professor: APMA Median x 1.33 + $10,000
- Professor: APMA x 1.33 + $20,000

C. Providing services as a vet, running animal care facility
- Salary Survey of Laboratory Animal Veterinarians

12. School of Medicine Faculty with **Non-Doctorate Level Degrees (for example: APRN, LCSW, MA, MS, SLP)**

Where possible we identify salary data collected for the specialty. If data for academic or academic health centers are provided, that is what is used. If academic ranks are not used, the data provided are used for the rank of Instructor. Medians for higher ranks are created by adding 10K per rank.

A. Providing clinical services as an APRN, Speech Pathologist, Dietician/Nutritionist
- Applicable MGMA salary data

B. Providing services as Genetic Counselor
- Academic data from National Society of Genetics Counselors Salary and Benefits Survey

C. Not in positions indicated in 10 A./10 B above, and providing clinical services to patients (All Ranks)
- Table 25/ Department Total (for rank)

D. Not in positions indicated in 10 A./10 B above, not providing services to patients (All Ranks)
- Table 18/ Basic Science Total (for rank)

Note: For salary tables that are not released annually, the previous year's data will be adjusted appropriately by the Joint Standing Committee.

Should a faculty position fall outside of the mapping rules contained herein, the Joint Standing Committee may create a new rule to apply to this position.

April 2021

Footnote Renumbered:

Footnote 1: Has the educational training and is eligible to practice that specialty in accordance with CT licensure regulations. (Renumbered from Footnote 4)

Footnote Added:

Footnote 2: Faculty who provide clinical services to patients which are billable through UMG, JDH or a clinical service contract.

Footnotes Removed:

Footnote 5: Language: Table 11: MDs in clinical departments, mapped to the nearest appropriate specialty unless otherwise noted· Footnote: If a person is not credentialed to practice independently, he or she will not be mapped to a specialty, and will be mapped to the department, general practice.

Footnote 6: Language: Table 18: PhDs in Basic Science Departments – we will map all in this category to "basic science total." Footnote: The reasons for this include (a) most of our six basic science departments don't match the departments listed individually in the AAMC salary tables, (b) to increase the N of the salary numbers used, and (c) more and more, our basic science departments are blended in terms of the training and specialty of the members.

Footnote 7: Language: Table 25: PhDs in Clinical Departments – we will map each to their own department "total" and not to a specialty/division. Footnote: The dual rationale is to increase the N of the salary numbers used and to decrease the temptation to move divisions to change the median target salary.

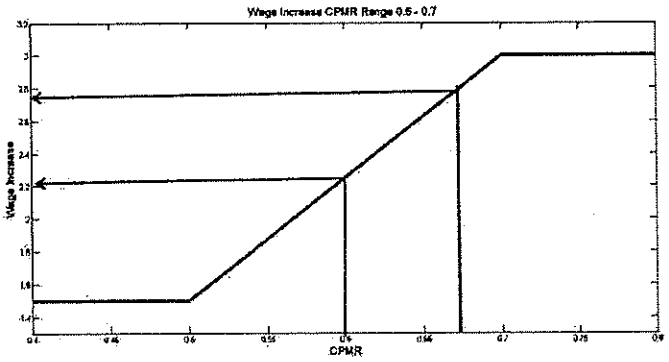
Footnote 8: Language: Faculty who have doctoral level clinical degrees but are not credentialed to see patients as part of their SOM employment are mapped as PhDs. If they are in basic science departments they will be mapped to Table 18, basic science (total). If they are in a clinical department they will be mapped to that department (total) in Table 25. Footnote: "Credentialed" as used here refers to JDH (or for Family Medicine, St. Francis) approval to practice clinically.

Note: Footnotes in original document began with number 4 (Footnotes 1-3 were not included)

ATTACHMENT B

I. Determination of wage increase to be compared with individual EAGWI based upon CPMR.

a) Graphic representation of wage increase compared to CPMR value. Note: CPMR at or below 0.5 = 1.5% wage increase compared to individual EAGWI, whichever is smaller is used. A CPMR at or above 0.7, then the EAGWI multiplier (e.g., 3.00%) is compared with EAGWI, whichever is smaller is used. For a CPMR between 0.5 and 0.7, then the wage increase determined from the equation: wage increase = [1.5+((CPMR-0.5)/0.2)(N-1.5)]; where N=EAGWI multiplier for that year (see graphic representation and examples below).

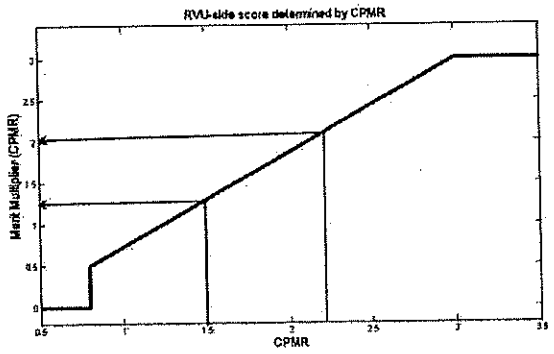


For purposes of these examples the EAGWI Multiplier is set at 3.00%:
Example 1. CPMR = 0.6 and EAGWI = 2.00; with CPMR of 0.6, the calculated wage increase = 2.25% (off chart/calculator); however the EAGWI of 2.00<2.25 then the member will receive 2.00% wage increase.

Example 2. CPMR = 0.675 and EAGWI = 3.50; with CPMR of 0.675, the calculated wage increase = 2.75% (off chart/calculator); thus 2.75% <EAGWI then member will receive 2.75% wage increase.

II. Determination of merit multiplier for Clinical Merit relative to CPMR or Revenue/Salary ratio.

a) Graphic representation of merit multiplier using CPMR value. Note: with CPMR below 0.8 merit multiplier = 0, CPMR at 0.8 then merit multiplier = 0.5; CPMR at or above 3.0 then merit multiplier = 3.0, CPMR between 0.8 and 3.0 is determined from the equation: merit multiplier (CPMR) = [0.5 + (CPMR-0.8)(2.5/2.2)] (see graphic representation and examples below).

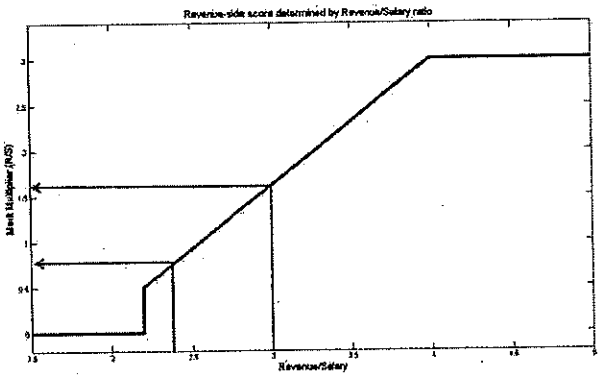


Example 1. CPMR = 1.5; Merit Multiplier (CPMR) = [0.5 + (1.5-0.8)(1.1364)] = 0.5 + 0.7955 = 1.2955

Example 2. CPMR = 2.2; Merit Multiplier (CPMR) = [0.5 + (2.2-0.8)(1.1364)] = 0.5 + 1.5910 = 2.091

OR: Merit multiplier based upon Revenue/Salary is used if higher than merit multiplier (CPMR)

b) Graphic representation of merit multiplier for Revenue/Salary ratio, merit multiplier (R/S). Note: Rev/Sal at 2.2 = merit multiplier of 0.5, and Rev/Sal ratio of 4.0 = merit multiplier of 3.0, Rev/Sal above 4.0 = merit multiplier of 3.0. Rev/Sal ratio between 2.2 and 4.0 is determined by the equation: merit multiplier (R/S) = [0.5 = (Rev/Sal-2.2)(2.5/1.8)] (see graphic representation and examples below).



Example 1: Rev/Sal = 2.4, CPMR = 1.5 (merit multiplier (CPMR) = 1.2955, above) then merit multiplier (R/S) = [0.5 + (2.4-2.2)(1.3889)] = 0.7778: merit multiplier (CPMR) is used since 1.2955> 0.7778.

Example 2: Rev/Sal = 3.0, CPMR = 2.2 (merit multiplier (CPMR) = 2.091 above) then merit multiplier (R/S) = [0.5 + (3.0-2.2)(1.3889)] = 1.6111: merit multiplier (CPMR) is used since 2.091>1.6111.

ATTACHMENT C – MOA SODM Executive Council for Faculty Merit Review

Memorandum of Agreement

School of Dental Medicine Executive Council

May 21, 2013

For the specific purpose of peer review, cross-division and cross-department calibration, and consistency in the application of merit review guidelines in the School of Dental Medicine, AAUP and UCHC agree to add AAUP bargaining unit members to the SODM Executive Council (EC) for those meetings and proceedings at which faculty merit reviews are discussed.

The Executive Council composition includes Section chairs (currently three) who are members of AAUP. Three additional (or the number required for a total of six) AAUP members can be appointed by AAUP to serve on the EC when merit reviews are discussed, for a total of six AAUP representatives. All AAUP members serving on EC for the purposes of merit review will have equal voting rights as the full members of the EC, including Associate Deans, Department Heads, Division Chairs and Center Directors.

Should the composition of the EC change as a result of restructuring within the School of Dental Medicine or other actions which change the number of representatives serving on the EC, the number of AAUP representatives shall be at least 40%, but not to exceed 50%,of the total representatives.

UCHC and AAUP agree that AAUP will determine the mechanism or process by which the additional members will be elected or appointed.

This Agreement is without precedent for either party in any pending or future matter.

For the AAUP-UCHC

For the School of Dental Medicine

For the UConn Health Center

ATTACHMENT D

Summary of Provisions of the Faculty Merit Plan (FMP) and the Alternative Bonus Plan (ABP)

All faculty members will participate in the Faculty Merit Plan or the Alternative Bonus Plan, but not both.

Faculty Merit Plan (FMP)

- The FMP is the default merit plan for all bargaining unit faculty who are not offered an ABP (or not grandparented on an individual compensation agreement).
- FMP metrics were negotiated by AAUP and UCH and are not individualized.
- Faculty can earn merit payments based on their performance in the clinical and/or academic domains.
- Faculty must have an aggregate academic merit review rating of acceptable or above to participate.
- Payments are drawn from the negotiated distribution pool that also funds general wage and equity increases.
- It is not possible to know in advance the exact value of a merit payment for an individual faculty member because the payment depends on the total number of faculty receiving merit payments.
- Each faculty member's salary is mapped to national professional salary tables. Merit payments are added to base salary up to the median salary for the faculty member's rank and mapped specialty, and any amounts over that figure are paid as one lump sum early in each new fiscal year per the agreement.
- Faculty on the FMP are eligible for general wage and equity increases.

Alternative Bonus Plan (ABP)

- ABPs are offered to specific faculty members and new hires at the discretion of the Health Center.
- Individual performance targets are described for the faculty member that are specific, observable and measurable.
- Faculty earn specific payments if performance targets are met.
- ABP payments are not added to base salary but are paid as a lump sum.
- ABP payments are not funded from the negotiated distribution pool.
- Faculty on the ABP may qualify for general wage and equity increases based on their annual clinical and academic reviews.
- Acceptance of an ABP offer is voluntary. If declined, the base salary offer will not change, and the faculty member will participate in the FMP.

AAUP contact information: Susan Hunt, AAUP Office Administrator, 860-678-0826, shunt2468@gmail.com.

My signature below is testament that I have read this document and understand that if I accept the offered ABP, I will not participate in the FMP, for the term of the ABP.

_____ _____

Faculty name **Date**

ATTACHMENT E – REVISED AND APPROVED 9/10/13 AND 9/6/17

Compensation section for ABPs

Your annualized base salary will be $**X** and if you are part-time, will be pro-rated according to percent of time employed. Your salary is payable in accordance with the UCH's payroll policies in bi-weekly installments. Changes in base salary will be made according to the AAUP/UCH agreement.

You may receive an Equity Adjusted General Wage Increase (EAGWI) to your base salary according to the AAUP/UCH agreement. Such increases are possible according to the terms of the collective bargaining agreement. These increases are contingent on a review of annual clinical and academic activities.

The Alternative Bonus Plan (ABP) described below will be the sole mechanism to determine you merit payments for the term of this contract.

All bullets below must be included. They can be combined into a paragraph rather than a bullet list if appropriate. Footnotes 1 & 2 are informational to the letter writer. Footnote 3 is to be included in the letter (and will remember itself appropriately).

- The metric(s)[6] that will be measured to determine your merit payment(s) **is/are** _____.
- Your _____ (insert name of metric(s)) target is _____ (this target must be a specific number or specific formula). This target has been determined by…(e.g. 2.2 times salary and fringe; or RVU tables published by X for year X, etc. If a published metric such as RVUs, state the publication date and which part of the table is used. State if the targets relate to just a portion of work effort such as the clinical effort, or the entire work effort.)
- Your initial _____ (insert name of metric(s)) review will consider the metrics earned from date x to date y[7].[8] State the dates of subsequent review periods.
- (include first phrase only if appropriate) Because it takes time for all the data to be collected, your initial (insert name of metric) review will occur in the month of ____ and subsequent reviews will occur in the months of _____

---

[6] **Any and all metrics used must be specific, observable and measurable, and not subject to the judgment of an individual. If "citizenship" variables are used, they must also be specific, observable and measurable. Metrics should be variables that are relevant, could be collected for faculty in similar positions, and are related to their job description. Examples of metrics are revenues earned, RVUs, PressGaney scores, salary support on grants, and indirect grant dollars brought to the Health Center.**

[7] **Data can be reviewed on a quarterly basis or annually, but the end day of an "annual" review will be March 31. This is to synchronize the review with those occurring for faculty in the Faculty Merit Plan since both groups receive EAGWIs and clinical productivity affects the EAGWI.**

[8] March 31 is the "snapshot date" used to calculate EAGWIs.

- Following each review, if you have achieved the target, then you will be paid a lump sum in the amount of $X, or calculated as follows:
- This/**these** payment(**s**) do not become part of your base salary.
- Payments will be included in a paycheck received about one month after the review is conducted.

To be included in letters with terms extending beyond June 30, 2021.

ABP payments beyond June 30, 2021 are subject to terms of the UCH-AAUP contract.

Example 1 for a letter with a term of Sept. 1, 2013 to June 30, 2015:

The metric that will be measured to determine your merit payments is "collected revenue," defined as revenues collected for your clinical activity.

- Your collected revenue target is 2.2 times your clinical salary and fringe benefits. During your initial review period, while your salary is $, this figure of 2.2 times salary and fringe is $Y.
- Your initial collected revenue review will consider the collected revenue earned from September 1, 2013 to March 31, 2014. Your second review will consider collected revenues earned from April 1, 2014 to March 31, 2015. Your final review will consider collected revenues earned in the period April 1, 2015 to June 30, 2015.
- Because it takes time for all the data to be collected, your initial collected revenue review will occur in the month of May 2014 and subsequent reviews will occur in the months of May 2015 and August 2015.
- Following each review, if you have achieved the collected revenue target, then you will be paid a lump sum of $X.
- These payments do not become part of your base salary.
- Payments will be included in a paycheck received about one month after the review is conducted.

Example 2 for a letter with a term of Sept 1, 2013 to June 30, 2015

You will participate in an Alternative Bonus Plan (ABP) as described below for the entire term of this contract.

- The metric that will be measured to determine your merit payments is physician work relative value units, or wRVUs. wRVus are a method for determining the value of a physician service, and take into consideration the time, technical skill and effort, mental effort and judgment, and stress, required to provide a clinical service. wRVUs are determined by the Centers for Medicare and Medicaid Services (CMS).
- Your RVU target is 80% of the median wRVUs for your specialty and percent clinical effort. At the present time, the median for a full time clinician in your specialty is 8000. Your initial clinical allocation of effort is 70%. 70% of the full time median is 5600, and 80% of the median for 70% effort is 4480. This is your initial annual target. It will be revised if your clinical effort changes, and if CMS publishes revised data tables.
- Your RVU reviews will occur quarterly except that your first review period will cover 4 months to accommodate a start date in the middle of a quarter. Your initial RVU review will consider wRVUs earned from September 1, 2013 to December 31, 2013. Subsequent reviews will cover the periods of Jan-March, April to June, July – September, and October-December. Your final review will consider wRVUs earned in the period April 1, 2015 to June 30, 2015.
- Because it takes time for all the data to be collected, your initial RVU review will occur in the month of February 2014 and subsequent reviews will occur 6-8 weeks following the end of each review period.
- Following each review, if you have achieved the RVU target, then you will be paid $37 for each wRVU earned above the target. Thus, unless your clinical effort or the published RVU tables change, you will be paid $37 for each RVU earned above the annual target of 4480 or quarterly target of 1120.
- These payments do not become part of your base salary.
- Payments will be included in a paycheck received about one month after the review is conducted.

ATTACHMENT F

MEMORANDUM OF AGREEMENT
Discussions re Providing Faculty on Administrative Leave Access to Email and Research Files
March 9, 2022

WHEREAS, UConn Health and the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter "AAUP-UCHC") are Parties to a Collective Bargaining Agreement ("CBA") that expired on June 30, 2021; and

WHEREAS, the Parties agreed to an extension of the CBA while they negotiated a new CBA and now the Parties have reached a tentative agreement on a CBA, subject to ratification by the pertinent constituents and approval by the Connecticut General Assembly; and

WHEREAS, in connection with said negotiations the Parties discussed holding meetings, as may be necessary, to discuss providing faculty who are on administrative leave more than two weeks access to email and research files whenever UCH deems it appropriate; and NOW,

THEREFORE, the Parties hereby agree as follows:

1. Whenever a faculty member is placed on paid administrative leave pending an investigation for a period that exceeds two weeks, a representative from UConn Health Labor Relations, the faculty member's supervisor and/or Department Chair, and a representative from the AAUP- UCHC will discuss how, whether and to what extent to permit the faculty member on paid administrative leave to continue to have access to such faculty member's UConn Health email account and/or to computer academic and research files without compromising the University's investigatory activities.

2. UConn Health's decision whether and to what extent to permit continuing access to such faculty member's email accounts and/or computer academic and research files pending the completion of the investigation shall not be grievable or appealable.

UCHC-AAUP

Date: 3/18/2022

UConn Health

Date: 3/23/2022

ATTACHMENT G

MEMORANDUM OF AGREEMENT
Restorative Approach to Discipline
March 9, 2022

WHEREAS, UConn Health ("UCH") and the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter "AAUP-UCHC") are Parties to a Collective Bargaining Agreement ("CBA") that expired on June 30, 2021; and

WHEREAS, the Parties agreed to an extension of the CBA while they negotiated a new CBA and now the Parties have reached a tentative agreement on a CBA, subject to ratification by the pertinent constituents and approval by the Connecticut General Assembly; and

WHEREAS, in connection with said negotiations the Parties discussed consideration of a restorative approach to discipline whenever UCH deems it appropriate; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Whenever a faculty member is facing potential discipline, the faculty member and/or their union representative(s) may advocate for an alternative restorative approach to traditional discipline at the pre-disciplinary meeting with the Department Head/ Director held in accordance with Article 7 of the collective bargaining agreement and prior to any decision or recommendation on discipline of the faculty member.

2. Nothing herein is intended to erode or otherwise diminish management's sole jurisdiction under Article 2 of the collective bargaining agreement concerning decisions to demote, suspend, discipline, or discharge faculty members for just cause or to non-renew faculty without cause, and nothing herein is intended to modify in any way the current process for issuing discipline under Article 7 of the collective bargaining agreement

UCHC-AAUP

Date: 7/18/2022

UConn Health

Date: 3/23/2022

Not included in this document:

- **Side letter on suspension of "Good Standing" under Faculty Merit Plan during term of this CBA;**
- **Side letter on addressing block hospitalist issues by July 1, 2022.**

ATTACHMENT B

SUPERSEDENCES

April 1, 2022
July 1, 2021 to June 30, 2024 Collective Bargaining Agreement
Between UConn Health and AAUP

Pursuant to Conn. Gen. Stat. § 5-278 (e)(1), "[w]here there is a conflict between any agreement...on matters appropriate to collective bargaining....and any general statute or special act, or regulations adopted by any state agency, the terms of such agreement or arbitration award shall prevail...."

In accordance with Conn. Gen. Stat. § 5-278 (b) (1), the following state statutes and regulations, if applicable to employees in the unclassified service, are superseded by contrary provisions in this Agreement. This list includes continuing, new and revised supersedences:

Tentative Agreement	Provision	State Statute (as Amended) or Regulation Superseded
Article 1 Recognition	Provides for unit of professional employees.	C.G.S. § 5-196; C.G.S. § 5-198
Article 3 Union Rights and Security	Provides for University to deduct membership dues, initiation fees and voluntary contributions.	C.G.S. § 5-260; C.G.S. § 31-40bb
Article 7 Discipline	Provides process for and grounds for discipline up to and including termination.	C.G.S. § 5-194; C.G.S. § 5-200; C.G.S. § 5-201; C.G.S. § 5-240
Article 12 Job Security	Provides for appointment process and terms, nonrenewal of appointments	C.G.S. § 5-195; C.G.S. § 5-200 and DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-200b; C.G.S. § 5-202
Article 13 Compensation	Provides for faculty compensation system	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-208; C.G.S. § 5-209
Article 14 Faculty Compensation Distributions	Provides for faculty compensation system and calculations	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-208; C.G.S. § 5-209
Article 15 Parking	Provides University will continue to offer parking to professional employees	DAS Regulations § 5-141c-4
Article 16 Professional Development	Provides for professional development funds	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 10a-151c
Article 17 Multi-Year Appointments	Provides for appointment process and terms	C.G.S. § 5-195; C.G.S. § 5-200 and DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-200b; C.G.S. § 5-202
Article 18 FTE for Union Leadership	Provides release time to union representatives	C.G.S. § 31-105
Article 20 Faculty Assistance Programs	Provides faculty informed union may assist navigate process, and management	C.G.S. § 19a-12e; C.G.S. § 19a-14

	can share information about referral with union if they have a signed, written authorization from the faculty member.	
Article 21 Holiday Compensation	Provides up to 2 additional vacation days to faculty scheduled and required to work during State holiday.	C.G.S. § 5-254
Article 23 Faculty Family Medical Leave	Consistent with guidelines provides faculty members time off medical leaves and allows donations to fellow faculty with long-term illness	C.G.S. § 5-247; C.G.S. § 31-51qq
Article 24 Long-Term Disability Insurance	Provides that faculty shall be provided disability insurance.	C.G.S. § 5-160 through § 5-192x; C.G.S. § 5-200 and DAS Regulation § 5-200-1

ATTACHMENT C

UCONN
HEALTH

SUMMARY OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT HEALTH CENTER AND THE UNIVERSITY OF CONNECTICUT HEALTH CENTER CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

BACKGROUND:

The AAUP-UCHC is certified as the exclusive collective bargaining representative for the faculty at UConn Health. UConn Health and AAUP-UCHC are parties to a collective bargaining agreement, the most recent expiring on June 30, 2021. In anticipation of the expiration of that agreement, the UConn Health and the UConn-AAUP began bargaining a successor agreement in January 2021. As the parties had not reached a new agreement prior to expiration, in or about June 2021, the parties agreed to an extension agreement to continue key provisions of the contract operational until June 30, 2022 or legislative approval of a successor collective bargaining agreement.

In March 2022, the parties came to a tentative agreement at the bargaining table on a new contract between the UConn Health and AAUP-UCHC. The tentative agreement was ratified by the UConn-AAUP on March 29, 2022 and approved by the Board of Trustees on March 30, 2022.

The proposed three-year agreement contains important new provisions and language updates to address issues of concern between the parties. The agreed upon changes are focused on a fair contract with an emphasis on excellence and supporting continued professional development, greater transparency for new faculty, clarity in processes for administrative matters and leaves, as well as fair compensation with an emphasis on productivity. Additionally, the parties have committed to continue discussion of certain important issues regarding scheduling of block hospitalists. If approved by the legislature, the agreement between the UConn Health and the UConn-AAUP will take effect on July 1, 2021 and run through June 30, 2024.

Human Resources
16 MUNSON ROAD, PO BOX 4035
FARMINGTON, CT 06030-4035
PHONE 860.679.2426
FAX 860.679.1051
employ.uchc.edu

An Equal Opportunity Employer

SUMMARY OF KEY CONTRACT TERMS

Economic Provisions

Article 13 (formerly 12) Compensation

In fiscal year (FY) 2022 there is a 4.5% compensation pool, consistent with the SEBAC agreement, which is retroactive to the first pay period in July 2021 and applicable to individuals who are in active service upon approval of the agreement.

In FY 2023 and FY 2024, there is a 4.5% compensation pool that is effective upon the first full pay period in July of each fiscal year.

One-Time Payment: Consistent with the SEBAC framework.

> As soon as possible following legislative approval of the agreement, full-time employees on the payroll on March 31, 2022 will receive a $2,500 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.
>
> Effective July 15, 2022, full-time employees will receive a $1,000 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.
>
> One-time payments to a bargaining unit member from all UConn Health and/or State of Connecticut employment cannot exceed the amount of the one-time payment for a full-time employee.

Article 14 (formerly 13) Faculty Compensation Distribution

The tentative agreement adjusts the distribution pool floor in each fiscal year as follows: 104.125% in FY 22, 102.225% in FY 23 and 102.7% in FY 24 reflecting the modification of the distribution between the Equity Adjusted General Wage Increase (EAGWI) and Faculty Merit Pool (FMP).

The distribution between EAGWI and FMP is modified from the current 75/25 division in the most recent collective bargaining agreement and is modified as follows:

FY 22 – 50/50
FY 23 - 60/40
FY 24 - 70/30

FY 22 recognizes the impact of the pandemic on clinical operations in certain clinical areas, e.g. elective surgery, and modified the productivity target time frame to October 2020 to March 2021 and applying those 6 months to the 12 month time period.

Provides for a portion of the merit pool to be set aside commensurate with the "average rate of error corrections" in order to address any need to make adjustments in the awarded increases.

Article 15 (formerly 14) Parking

Allows for an automatic increase in parking rates commensurate with percentage increase in the compensation pool, if any, in any year.

Article 16 (formerly 15) Professional Development

Clarified the current allocation of $500 in funds for professional development for Instructors and Assistant Professors for a period of 5 years or until promotion. Removed the restriction on the source of the funds and leaves it to the Dean and/or Department Chair and/or Center Director to identify available funds.

The tentative agreement creates a fund, accessible by faculty of $125,000 in FY 23 and FY 24. The cap on disbursement is $1,000 annually and requires them to access other funding sources that support professional development (e.g., individual enhancement accounts or grant funds) prior to applying to the CDME Professional Development Fund.

It requires prior approval, reserves 25% of the funds to junior faculty and unused funds lapse at the end of each fiscal year.

Article 18 (formerly 17) FTE for Union Leadership

Provides the Union the option to have the Union officers be provided release time for either .05 FTE or .10 FTE. The Union will continue to reimburse based on the FTE assigned. However, previously the Union release time could only be taken as .10 FTE.

Article 21 NEW Holiday Compensation

The tentative agreement provides for up to two (2) vacation days for employees who work any of the twelve state holidays. The employee receives a vacation day for each of the first two holidays worked and any additional holidays are not compensated.

Article 24 (formerly 23) Long Term Disability Insurance

Eliminates LTD coverage for employees who were hired prior to 2017 and who are participating in the State Employee Retirement System with more than 10 years of service. This will result in a cost savings.

Attachment A – Mapping Principles

Makes changes to the methodology, updates formulas and makes other conforming changes for purposes of calculating the EAGWI and FMP.

Non- Economic Provisions

Article 1 Recognition

Clarifies current positions that are excluded from the bargaining unit and eliminates positions that are no longer in existence (e.g., Executive Director of Correctional Managed Care).

Article 3 AAUP Rights and Security

Brings the Agreement in compliance with U.S. Supreme Court case law which prohibits the requirement to pay "agency fees" to the Union. Also, includes language to comply with new State law requiring time for the Union with newly hired employees.

Article 7 Discipline

Amends the language to clarify levels of discipline and the process for an employee facing discipline, including, who may make recommendations for discipline, the time frame for appeal and decision. Lastly, it makes clear that employees who have been notified of an investigation that may result in discipline have the right to request and have present a Union representative. The tentative agreement provides for UConn Health to notify the employee when an investigation is closed with no finding of wrongdoing within five business days.

Article 8 (NEW) Medical Staff Peer Review

Adds new article clarifying that faculty may be accompanied by a colleague advocate who is a member of the medical staff to a peer review meeting.

Article 9 (formerly 8) Contractual Grievance Procedure

Adds language to clarify that the parties follow the rules of the American Arbitration Association, except if the parties jointly agree to a different set of rules.

Article 12 (formerly 11) Job Security

Removes outdated language that expired with the prior collective bargaining agreement.

Article 17 (formerly 16) Multi-year Appointments

Requires UConn Health, in faculty appointment letters, to include information about the expectation of the amount of weekend on-call coverage.

It also provides for appointment and renewal letters to be transmitted electronically to the Union within two (2) weeks from their issuance.

Article 20 (NEW) Faculty Assistance Program

New language regarding the confidential HAVEN program for impaired health care practitioners that provides guidance to a faculty member that they may seek assistance or guidance from the Union, but before information is shared with the Union the practitioner has to authorize such release of information in a signed authorization.

Article 23 (NEW) Faculty Medical Leave

Informs faculty to refer to existing guidelines for the type and amount of leave available for an individual's own illness, birth, adoption or child-bonding leave and the process for requesting such leave.

It allows faculty members to donate leave time from their current annual vacation accruals to a faculty member who is absent for their own long-term illness and has exhausted all their paid leave time up to a maximum of ninety (90) days donated.

Article 26 (NEW) Savings Clause

Provides for remainder of the Agreement continue in effect in the instance of a court ruling invalidating certain provisions of the contract that may be ruled to be contrary to law.

Attachment F (NEW)

An MOA that provides for a meeting between the Union and management concerning a faculty member who is facing discipline to potentially have access to their email and research files under appropriate circumstances.

Attachment G (NEW)

Introduces the concept of a restorative approach to discipline by permitting the faculty member and/or his Union representative to advocate for a restorative alternative approach to traditional discipline at the pre-disciplinary meeting with their Director/Department Head prior to a recommendation on discipline.

Pronoun changes, updating dates, and other stylistic changes. Wherever pronouns or other out of date language appeared in the collective bargaining agreement the parties agreed to update language to reflect current conventions. References to outdated time frames, methods and/or technology have been updated or eliminated.

ATTACHMENT D

UNIVERSITY OF CONNECTICUT HEALTH CENTER
Fiscal Impact Statement of AAUP Contract Settlement SEBAC 2022 - All Funds
July 1, 2021 - June 30, 2024

FTEs = 597.60

	Fiscal Year 22		Fiscal Year 23		Fiscal Year 24	
	Cash	Annualized	Cash	Annualized	Cash	Annualized
Starting Base FTESalary	130,910,486	130,910,486	136,801,458	136,801,458	142,957,523	142,957,523
2-Jul-2021 Retro GWI 2.5%	3,021,011 (1)	3,272,762				
2-Jul-2021 Retro Non-step 2.0%	2,416,809 (1)	2,618,210				
31-Mar-2022 SEBAC Lump Sum	1,494,000					
Total FY22	6,931,820	5,890,972				
1-Jul-2022 GWI 2.5%			3,288,497 (2)	3,420,036		
1-Jul-2022 Non-step 2.0%			2,630,797 (2)	2,736,029		
15-Jul-2022 SEBAC Lump Sum			597,600			
Prof Dev Fund (a)			125,000			
Total FY23			6,641,894	6,156,066		
14-Jul-2023 GWI 2.5%					3,299,020 (1)	3,573,938
14-Jul-2023 Non-step 2.0%					2,639,216 (1)	2,859,150
Total FY24					5,938,236	6,433,089
Ending Base FTESalary	137,842,306	136,801,458	143,443,352	142,957,523	148,895,759	149,390,612
Percentage Increase	5.30%	4.50%	4.86%	4.50%	4.15%	4.50%

Total Annualized Cost	**18,480,126**
Average Annualized	4.50%
Average Cash	4.77%

(a) New fixed amount professional development fund of $125k/yr beginning in FY23.

(1) 24 paycycles
(2) 25 paycycles

ATTACHMENT A

COLLECTIVE BARGAINING AGREEMENT

Between

The UConn Health
Board of Directors

And

The University of Connecticut Health Center Chapter
of the American Association of University Professors

July 1, 2021 - June 30, 2024

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ARTICLE I
RECOGNITION

1.1 The Board of Directors of UConn Health (hereinafter "Board") recognizes the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter "Union" or "AAUP") as the exclusive bargaining representative for all faculty at UConn Health who are full time or who work a full-time equivalent equal to or greater than twenty percent (0.2 FTE) and who are not excluded in the following paragraph, for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, faculty who are not excluded pursuant to this Article are referred to as "faculty," or "members," or "members of the bargaining unit."

Members of the faculty who hold the following positions are excluded from the bargaining unit: Deans, Senior Associate Deans, Associate Deans, Assistant Deans, the Chief of Medical Staff, Chief Medical Officer, Chief Quality Officer, the Faculty Representative to the UCH Board of Directors, the Special Assistant to the Vice President for Health Affairs, Department Chairs, Dental School Division Chairs, Type II Center Directors, the Director of Health Affairs Policy and Planning, and retired re-employed employees.

1.2 The parties agree that the list of excluded faculty positions may change from time to time. The exclusion of new position titles from the faculty unit shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

ARTICLE 2
BOARD PREROGATIVES

2.1 It is recognized that the Board has and will, consistent with the *By-Laws* of the University of Connecticut Board of Trustees, continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the governance of UConn Health and shall determine the general policies of UConn Health , including those concerning the admission of students and the establishment of schools, centers, divisions, and departments, and to determine the mission of UConn Health and the methods and means necessary to fulfill that mission.

The Board shall determine and make rules for all patient care activities; the care, maintenance, and operations of buildings, land, apparatus, and other property used for school programs and courses; staffing requirements; the calendar; and the establishment of reasonable work rules.

2.2 The Board shall have sole jurisdiction over the selection, appointment, assignment of duties and hours of work, amount of compensation, sick leave, vacation, leaves of absence, termination of service, qualifications, rank, and status of the individual members of the faculty of UConn Health; over standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members for lack of work or other legitimate reason, to establish contracts or subcontracts for services, positions or programs; UConn Health operations, and to determine whether the whole or any part of the operations shall continue except as specifically limited by the terms and provisions of this Agreement.

2.3 These rights, responsibilities, and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this Agreement shall be subject to the grievance provisions of this contract.

ARTICLE 3
AAUP RIGHTS AND SECURITY

3.1 During the life of this Agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the Union.

3.2 Within thirty (30) days of approval of the contract by the Legislature and as instructed by the Union during the life of the contract, the University shall deduct AAUP dues biweekly from the gross paycheck of each member.

3.3 The amount of dues or agency service fee deducted under this article shall be remitted to the Union as soon as practicable after the pay period of the faculty member for whom any such deduction is made. No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The Union shall be notified when such a situation exists.

3.4 AAUP shall provide to UConn Health's payroll office, biweekly any changes to members' authorization to deduct dues in a format mutually agreed upon by the parties. By providing such list, AAUP certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, UCHC-AAUP shall notify UConn Health's payroll office, in writing, of any revocations and the effective date of the same.

3.5 Should a bargaining unit member approach UConn Health or its agents seeking to terminate or modify their contractual relationship with AAUP, that bargaining unit member will be directed to communicate such intent directly with AAUP. In such case, UConn Health may notify the employee of its obligation to comply with this Article, including Section 3.3 above. If UConn Health is informed of a dispute between the bargaining unit member and AAUP concerning the obligation to withhold dues, it may invoke Section 3.6.

3.6 Upon request from UConn Health, AAUP shall provide legally sufficient proof of the authorization to collect dues through the payroll deduction to UConn Health for any employee who disputes said authorization as notified in section 3.5. If the requested proof of authorization is not provided within seven (7) calendar days of the request, UConn Health will cease withholding union dues for that employee not later than the first day of the following payroll period. UConn Health may request a dues reconciliation when a concern has been raised regarding the accuracy of a deduction or to whom the deductions are applied

3.7 On a monthly basis, the Administration shall provide the Union a list of bargaining unit members that will include name, title, department, FTE and salary.

3.8 The Administration will provide the Union, within a reasonable time frame, any information it requests that is needed for collective bargaining, grievance handling or the administration of the contract.

3.9 The Parties will meet periodically to exchange information and to discuss matters of mutual concern.

3.10 This Agreement shall be made available to bargaining unit members electronically. An electronic version (e.g., pdf) of this Agreement shall be posted on the UConn Health website.

3.11 In accordance with procedures promulgated by the Office of the State Comptroller, UConn Health shall allow for the voluntary payroll deduction of contributions for AAUP's political action fund. Authorization for such deduction by the employee shall be provided in writing by AAUP to UConn Health's payroll office consistent with process outlined in 3.3 above. The AAUP will hold UConn Health harmless and indemnify it from any claims, actions or proceedings resulting from this deduction.

3.12 UConn Health assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the AAUP hereby agrees that it will indemnify and hold UConn Health harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the AAUP, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

3.13 Once every two weeks, the AAUP shall be provided time during New Employee Orientation conducted by UConn Health to provide information to newly hired faculty.

ARTICLE 4
GOVERNANCE

4.1 Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board retains its rights, under law, to manage and direct UConn Health, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board, for resolving academic matters, through the organizational divisions of the Health Center.

4.2 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

ARTICLE 5
MAINTENANCE OF PROCEDURES, PRACTICES AND POLICIES

5.1

(a) Maintenance of Procedures and Practices. The Parties agree to maintain for the duration of the contract all procedures and practices for UConn Health not modified by the terms of this Agreement governing appointment, reappointment, non-reappointment, tenure, post tenure review, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified by the most current University or School of Medicine or School of Dental Medicine *By-Laws.*

(b) The Parties agree further that the procedures and practices of UConn Health maintained by Section 5.1 above may be changed only by the Board, consistent with the procedures established in each School's *By-laws,* or by the University of Connecticut Board of Trustees, in the case of modifications to the University of Connecticut *By-Laws.*

5.2 Maintenance of Policies. Nothing in this Agreement shall be construed to deny the authority of the Board to establish or change policies through established processes, which may include prior discussion with the AAUP as appropriate.

ARTICLE 6
NONDISCRIMINATION

6.1 The Board and the Union agree that no bargaining unit member shall be discriminated against because of race, color, sex (including pregnancy), age, national origin, ethnicity, marital status, physical disability, intellectual disability, past or present history of mental disability, learning disability, religious creed, ancestry, sexual orientation, transgender status, gender identity or expression, genetic information, veteran status, political belief, political affiliation or membership or non-membership in any labor organization, or any other characteristic protected by law.

6.2 Allegations of discrimination are not subject to the grievance and arbitration provisions of this contract but may be processed by any aggrieved member of the bargaining unit in accordance with the University's internal procedures or by the use of external administrative and judicial processes.

ARTICLE 7
DISCIPLINE

7.1 The Parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The Parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The Parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

7.2 Dismissal or discipline which is the result of failure to meet satisfactory standards of job performance or is a result of incompetence shall not fall within the purview of this Article, but shall be dealt with exclusively under the University or appropriate School *By-Laws.*

7.3 Discipline is defined as one or more of the following actions: written reprimand or warning, suspension without pay, demotion, and/or dismissal.

A. Discipline shall be for just cause including but not limited to such situations as:

1. neglect of assigned responsibilities;
2. insubordination, serious misconduct, or non-compliance with current University of Connecticut or School *ByLaws;* noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes), University Code of Conduct or with University, State, or Federal regulations governing research; or with Health Center rules or regulations; or pertaining to faculty practice plans and hospital practice standards;

3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the Health Center and/or obtaining promotion, tenure, salary increase, or other benefit;

4. sexual harassment, harassment, discrimination, retaliation, serious misconduct, or other conduct which impairs the rights of students or other staff members.

5. off-duty misconduct or behavior which adversely impacts UConn Health or the University's operations or reputation.

B. Procedures to be followed for written warnings, reprimands, dismissal, demotion, or suspension without pay.

1. The faculty member shall receive in writing a statement from their Department Head, Director, Chair or Division Chair for the School of Dental Medicine of the reasons for the disciplinary action being recommended.

2. Within seven (7) calendar days of receiving the written statement (B. 1), an opportunity for a meeting shall be provided to the faculty member with their Department Head, Director, Chair or Division Chair for the School of Dental Medicine or their designee with an AAUP representative present, should the faculty member so desire. This meeting shall be held within seven (7) calendar days of the member's request. The Department Head, Director, Chair or Division Chair of the School of Dental Medicine shall issue a written recommendation of disciplinary action, if any, to the Dean and setting forth the basis of the recommendation within seven (7) calendar days of the meeting.

3. Within seven (7) calendar days of receiving the recommendation in 7.3.B.2 above, the faculty member shall have the right to appeal to the appropriate Dean or the Dean's designee. At such meeting, the faculty member shall have the right to be represented by the AAUP. The Dean or the Dean's designee shall issue a written decision on the appeal within fifteen (15) calendar days of the meeting. If the faculty member does not appeal the recommendation of discipline, then the Dean shall issue a written decision within seven (7) calendar days of receipt of the recommendation of discipline.

4. The decision of the appropriate Dean or the Dean's designee may be appealed to arbitration on the merits under Article 9 of this Agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps 9.4 and 9.5 of the grievance procedure but shall not be grievable to arbitration.

C. The faculty member has the right to have an AAUP representative present at an investigatory interview at the request of such faculty member.

D. 1. If the UConn Health, including the Schools of Medicine and Dental Medicine, judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the meetings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

E. For cases involving discipline or dismissal for misconduct, the procedures outlined above supersede Section XIV, G, H, I, J and T of the most current edition of the University *ByLaw*[1], except as provided for in Article 7, Section F, below.

F. In lieu of utilizing the arbitration procedures set forth in this Article 7, Section B.4 and Article 9.6 (Contractual Grievance Procedure) for discipline or discharge for misconduct, a faculty member, at their own election, may use the appeals procedures set forth in Article XIV, G, H, I, J and T of the most current edition of the University of Connecticut *By-laws.* Such an election will preclude the faculty member from utilizing the procedures of Article 7, Section B.4 and Article 9.6 to resolve that particular disciplinary matter. A faculty member making such an election must notify the AAUP and the Dean in writing that they are appealing the Dean's decision under the provisions of the University *By-Laws,* within seven (7) calendar days of receiving the Dean's answer as provided for in Article 7.3 B.3, above.

G In no case shall the outcome of the promotion and tenure process be construed as falling under this Article.

H. <u>Investigations</u>: The faculty member will receive notification within five (5) business days on the closing of an investigation resulting in a finding of no wrongdoing.

[1] By-Laws sections referenced are titled "Termination of Appointments by the Institution," "Dismissal Procedures," "Suspensions," "Terminal Salary," and "Health Center Faculty Grievance Procedures."

ARTICLE 8
MEDICAL STAFF PEER REVIEW

Faculty members may bring a colleague advocate who is a member of medical staff to peer review meetings held as per the medical staff bylaws related to conduct issues.

ARTICLE 9
CONTRACTUAL GRIEVANCE PROCEDURE

9.1 The Parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.

9.2 Definition: The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this Agreement.

9.3 Resort to Other Procedure: If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, UConn Health shall have no obligation to entertain or proceed with this grievance procedure.

9.4 Informal and Step 1

A. A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the Health Center official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate Department Head or Director of the School or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being grieved. After receiving the formal grievance the Department Head, Director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give their decision in writing to the aggrieved within twenty (20) calendar days of such meeting.

9.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the appropriate Dean or his/her designee. The Dean or the designee shall meet with the member and an AAUP representative within fifteen (I5) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within twenty (20) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

9.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the appropriate Dean or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the AAUP Chapter President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or *de novo* judicial consideration.) The terms of the Agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

9.7 Selection of Arbitrator The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice to arbitrate. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the Parties.

9.8 Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

9.9 Fees and expenses of the arbitrator shall be borne equally by UConn Health and the AAUP.

9.10 General Provisions

A. Any grievance as defined above not presented for disposition in writing within forty (40) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the Agreement. This time limitation may be tolled by written mutual agreement of the parties. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP. All grievances must be filed on a mutually agreed upon form and must clearly state the contract articles claimed to be violated.

B. No member may file for arbitration except with the approval and participation of the AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When meetings are held during hours when a faculty member has work responsibilities, the faculty member is responsible for securing appropriate coverage of those responsibilities. Persons proper to attend for the purposes of this section are defined as aggrieved members, the appropriate AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure unless otherwise provided in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step I or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Dean or his/her representative and the AAUP acting through its Chapter President or representative.

F. The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

ARTICLE 10
JOINT TASK FORCES

10.1 During the term of the contract, either Party may suggest the formation of a special committee or task force comprised of representatives of the AAUP and the administration to consider a subject of special concern or complexity. The convening of such a special committee or task force and the agenda for its deliberations shall require the agreement of both Parties.

ARTICLE 11
LABOR MANAGEMENT COMMITTEES

11.1 UConn Health and the AAUP agree to convene periodic labor-management meetings on matters of mutual concern to either Party.

11.2 Starting January 2018, the Parties shall establish a Committee on Work/Family Balance to address issues of work/family balance impacting the family. The Committee will consist of an equal number of union and management representatives. This Committee will jointly make recommendations to the Deans and the Board as to the best practices and strategies for enhancing work/family balance issues.

ARTICLE 12
JOB SECURITY

12.1 UCONN Health may non-renew faculty contracts with or without cause.

12.2 In the event of a non-renewal consistent with the provisions of this Article, UConn Health will continue its current practice of providing six (6) months of notice to faculty members whose contracts will not be renewed. The Union shall receive notification at the same time notification is provided to the faculty member.

12.3 Nothing contained in this Agreement limits or restricts UConn Health's right to terminate a current faculty member for just cause as set forth in the collective bargaining agreement.

ARTICLE 13
COMPENSATION

13.1 In FY 22 there shall be an amount of dollars dedicated to faculty compensation ("Compensation Pool") of 4.5% for all eligible faculty. The Compensation Pool shall be retroactive to the start of the first full pay period in July 2021. Calculation and distribution of this Compensation Pool is set forth in detail in Article 14.

13.2 In FY 23 and FY 24 there shall be an amount of dollars dedicated to faculty compensation ("Compensation Pool") of 4.5% in each year. Calculation and distribution of this Compensation Pool is set forth in detail in Article 14. The increase shall be effective on the first full pay period in July of each fiscal year.

13.3 In FY 22, all faculty members on the payroll as of March 31, 2022 shall be paid a one-time lump sum payment of $2,500 paid as soon as practicable following General Assembly approval of this Agreement. The $2,500 shall be pro-rated based upon a faculty member's FTE. The lump sum payment shall not be added to a faculty member's base salary.

13.4 In FY 23, all faculty members on the payroll as of July 14, 2022 shall be paid a one-time lump sum payment of $1,000. The $1,000 shall be pro-rated based upon a faculty member's FTE. The lump sum payment shall not be added to a faculty member's base salary.

13.5 The total one-time payment received by a bargaining unit member from all UConn Health and/or State of Connecticut employment in a fiscal year may not exceed the amount of the one-time payment for a full-time member of the bargaining unit.

13.6 The Parties agree that UConn Health retains the authority to make retention and equity raises during the term of the collective bargaining agreement.

13.7 UConn Health will continue its current practices of providing promotional raises.

13.8 In each case where a retention, equity, or promotional raise is given to a bargaining unit member, the AAUP will be provided with notice of said increase.

ARTICLE 14
FACULTY COMPENSATION DISTRIBUTIONS

14.1 Compensation Distribution Pool

For the purpose of calculating the amount available in fiscal years FY 22, FY 23 and FY 24 for EAGWIs and merit distributions out of the Compensation Pool as set forth in Article 13, the following procedures will apply:

A) taking the totbSalaries of all bargaining unit members as of the first Thursday in April in the preceding fiscal year and

B) deducting from that calculated number the totbSalaries of all bargaining unit members hired after December 31st of the preceding fiscal year and the totbSalaries of bargaining unit members participating in the Alternative Bonus Plans (ABP).

i) In FY 22, FY 23, and FY 24,, the Compensation Distribution Pool shall be 4.5% of that resulting number or the Distribution Pool Floor, whichever is higher.

For the purpose of allocating the Distribution Pool or Distribution Pool floor (if used), the Pool shall be proportionally divided between the SOM and the SODM based upon the ratio of totbSalaries from each used to calculate the Distribution Pool; in this division the EAGWIs for faculty in the ABP will not be considered.

14.2 Distribution Pool Floor

The Distribution Pool Floor is a calculated number that defines the lower limit of the Distribution Pool for fiscal years 2022, 2023 and 2024. For FY 22, the Distribution Pool Floor shall be 104.125% of the Distribution Pool Floor used for FY 21. In FY 23 the Distribution Pool Floor shall be 102.25% of the Distribution Pool Floor in FY 22. In FY 24 the Distribution Pool Floor shall be 102.7% of the Distribution Pool Floor used for FY 23.

14.3 Equity Adjusted General Wage Increase (EAGWI)

Bargaining unit faculty members are eligible for an EAGWI to their base salaries (bSalary; not including salary supplements designated for specific responsibilities and which will be relinquished when the responsibility is no longer held)[2] in FY 22, FY23 and FY 24 except for those faculty members hired six months or less before the start of a fiscal year. Each faculty member's target salary (tSalary) is the median salary, by rank and specialty, established by national professional organizations such as the American Association of Medical Colleges (AAMC), the American Dental Education Association (ADEA) or other relevant professional organizations. The amount of each eligible faculty member's EAGWI is a function of where the member's bSalary falls with respect to that faculty member's tSalary, in any fiscal year. The procedures used to establish each faculty member's EAGWI are as follows:

A) Each faculty member in the SOM and the SODM will be mapped to a tSalary, based on the median AAMC or ADEA salary tables, or those of other professional organizations, for their rank and specialty by the Joint Standing Committee which is composed of an equal number of members from the AAUP and the Administration. Mapping of individuals to tSalary shall be based on the negotiated Mapping Principles set forth in Appendix A.

B) For purposes of EAGWI allocation in each fiscal year, the bSalary of each SOM faculty member is divided into Clinical and Academic fractions based on fiscal year to date clinical and academic efforts through pay cycle 21. For EAGWI, the academic effort consists of all an individual's efforts excluding the Clinical category.

C) Each eligible faculty member's EAGWI shall be based, first, on an Equity Adjustment Factor (EAF) and, second, for clinical faculty in the SOM, on a Clinical Performance Market Ratio (CPMR).

D) The EAF is the tSalary divided by the faculty member's bSalary as of pay cycle 21 squared. [(tSalary/bSalary) x (tSalary/bSalary)]

E) For SOM clinical faculty, the CPMR is a measure of clinical productivity that combines the member's clinical productivity compared to peers and compensation compared to peers. Each SOM faculty member will be mapped to the University Health Consortium (UHC) work RVU (relative value units) targets based on the median for rank and specialty. The CPMR is then calculated based on actual clinical performance from April 1 to March 31 of the year prior to the effective date of the EAGWI in FY 23 and FY 24.

   i. Each faculty member's CPMR equals the ratio of the member's work RVUs earned (eRVU) divided by the member's UHC target RVUs (tRVUs), adjusted for clinical effort, divided by the ratio of bSalary divided by the tSalary. [(eRVU/tRVU) ÷ (bSalary/tSalary)]

   ii. For any clinical effort for which work RVU data are not available, eRVU/tRVU =

[2] This is the definition of bSalary for calculations of EAGWI and Merit only.

1.0 for the purposes of calculating CPMR. CPMR = [1.0 ÷ (bSalary/tSalary)]
iii. Faculty with a clinical effort of 25% or less will be automatically assigned an eRVU/tRVU of 1.0. CPMR = [1.0 ÷ (bSalary/tSalary)]
iv. For FY22 only, wRVUs for each clinical member will be equal to wRVU for the period of October 1 2020 – March 31, 2021, multiplied by 2.
v. For faculty with combined clinical efforts that in part yield RVUs and in part do not, the CPMR is calculated as a blend of the two formulae (in a. and b, above), each weighted by the relative efforts.

EAGWI for the academic portion of each faculty member's salary is determined by multiplying that faculty member's EAF times the EAGWI multiplier for each fiscal year.

For FY 22, the EAGWI multiplier will be the number needed to allocate 50% of each Distribution Pool for SOM and SODM to EAGWI and 50% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 23, the EAGWI multiplier will be the number needed to allocate 60% of each Distribution Pool for SOM and SODM to EAGWI and 40% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 24, the EAGWI multiplier will be the number needed to allocate 70% of each Distribution Pool for SOM and SODM to EAGWI and 30% to the Faculty Merit Plan (FMP) for faculty not on ABPs. Faculty on ABPs (*see* 14.5) will be paid EAGWI calculated using the EAGWI multiplier for the current FMP each fiscal year. Individual EAGWI distributions are calculated as EAGWI/100 x academic bSalary.

F) For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of acceptable or better in their relevant annual evaluations qualify for their calculated EAGWIs in each fiscal year. These faculty members are also eligible for academic merit distributions under the Faculty Merit Plan.

For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of marginal in their relevant annual evaluations will receive either one and one-half percent (1.5%) for that fiscal year or their calculated EAGWI, whichever is smaller, in each fiscal year. These faculty members do not qualify for academic merit distributions under the Faculty Merit Plan.

For the academic portion of salaries in the SOM and for the SODM, faculty with an unacceptable score or two consecutive years of marginal scores on the annual evaluation will not be eligible for EAGWI on the academic portion of their bSalary. These faculty members do not qualify for academic merit distributions under the Faculty Merit Plan.

G) For the academic portion of salaries in the SOM and for the SODM, all calculated EAGWIs in each fiscal year will be applied to the faculty member's academic bSalary except that when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for his/her rank and specialty, all further increases in compensation shall be distributed to that faculty member as a quarterly bonus (in July, October, January, April) not added to bSalary. Methods of determining 75th percentile salaries are set forth in Appendix A.

H) For the clinical portion of salary in the SOM, a clinical faculty member with a CPMR greater than or equal to 0.80 will receive the calculated EAGWI on the clinical portion of bSalary and will qualify for clinical merit distributions under the Faculty Merit Plan. A clinical faculty member with a CPMR greater than or equal to 0.70 but less than 0.80 will receive the EAGWI multiplier for that year, or the calculated EAGWI on the clinical portion of bSalary, whichever is smaller, in each fiscal year, but does not qualify for clinical merit distributions under the Faculty Merit Plan. A clinical faculty member with a CPMR between 0.50 and 0.70 will receive the proportional percent value on the linear range of one and one-half percent (1.5%) up to the EAGWI multiplier for that fiscal year or the calculated EAGWI, whichever is smaller. A clinical faculty member with a CPMR at or below 0.5 will receive one percent and one-half (1.5%), or the EAGWI, whichever is smaller. Appendix B provides figures and examples illustrating how wage increase depends upon CPMR value.

I) For the clinical portion of salaries in the SOM, all calculated EAGWI distributions in each fiscal year will be applied to the faculty member's clinical portion of their bSalary. However, when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for the member's rank and specialty, all further increases in compensation shall be distributed to that faculty member as a quarterly bonus (in July, October, January, April) not added to bSalary. Methods of determining 75th percentile salaries are set forth in Appendix A.

J) The effective dates of EAGWIs will be the first full pay period in each fiscal year.

K) A portion of the compensation pool shall be set aside in escrow based upon the average rate of error corrections over the preceding three fiscal years in which there was an increase. This escrow account will be apportioned into SOM and SODM pools respectively, and used to provide distributions where adjustments will occur after the EAGWI effective date for each fiscal year. These include distributions based upon resolution of merit appeals, and any corrections for calculation or data accrual errors. All such adjustments must be approved by the Joint Standing Committee. Faculty appeals for corrections or errors must be provided before October 31st of each fiscal year to be corrected using this escrow account. The funds not expended in this escrow account by April 1st of the final year of this contract will be added back to the SOM and SODM merit pools. Distribution of the remaining funds will be paid out in lump sum bonus payments in the final pay period of FY 2024, to those who were in the bargaining unit as of June 30, 2023, based upon each faculty member's total merit fraction used in FY 23.

14.4 Faculty Merit Plan Pool

The Faculty Merit Plan (FMP) Pools for the SOM and the SODM will equal the funds remaining in each of their respective Distribution Pools after EAGWI distributions for that fiscal year. The SOM FMP pool is then proportionally split based on the ratio of total clinical and academic salary for SOM faculty in the FMP plan, to provide a SOM Clinical FMP pool and a SOM Academic FMP pool.

The effective dates of Merit increases to will be the first full pay period in each fiscal year and will include lump sum bonuses.

A) Faculty Merit Plan – SODM and Academic Portion in SOM

All faculty members not enrolled in the Alternative Bonus Plan (ABP; 14.5 below), and with an academic merit rating of acceptable or above, are eligible in each fiscal year, for academic merit (aMerit) distributions under the FMP.[3]

1) aMerit distributions shall be added to bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. aMerit distributions above the tSalary will be paid as a lump sum bonus. To be eligible for aMerit distribution, a faculty member must have an overall score of acceptable or better during the academic evaluation period from the previous calendar year.

2) Faculty effort aMerit distribution will be based on the faculty member's score in the Research, Education and Administration categories except as noted below. A faculty member's score in the Excellence (Ex) category will be counted, but only to a maximum of ten percent (10%) of his/her total FTE. Faculty effort in excess of 10% FTE in the Ex category, as well as any faculty effort in the Transition (T) category, will be proportionally assigned to the R, E and A categories where that faculty member has designated effort. For each evaluative category a faculty member will be scored on the following scale: unacceptable = 0; marginal = 0.5; acceptable = 1.0; superior (exceptional in SODM) = 2.0. The resulting aMerit value for each category is the evaluation score times the faculty effort in that category adjusted to achieve a distribution of R+E+A+Ex = 100% of academic effort. The faculty member's aMerit Multiplier for each fiscal year shall be the sum of the resulting calculated merit values for the R (R score x adjusted effort), E (E score x adjusted effort), A (A score x adjusted effort) and, if applicable, Ex (Ex score x adjusted effort) categories. [R score x adjusted effort + E score x adjusted effort + A score x adjusted effort + Ex score x adjusted effort = aMerit Multiplier].

3) A faculty member's aMerit Multiplier for each year is multiplied by the member's bSalary times the total academic effort to arrive at a faculty member's aMerit Product. [aMerit multiplier x bSalary x academic effort = faculty aMerit product].

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[3] SOM faculty with less than .5 FTE, who have not been required to undergo an annual merit review, will be considered to have received an "acceptable" score for aMerit.

4) All participating faculty members' academic aMerit Products for an evaluation period are summed to create the total of all faculty aMerit Products. The amount of aMerit distribution to each participating faculty member is calculated as a proportion of each faculty member's aMerit Product to the total of all faculty aMerit Products times that year's aMerit Pool. [(individual faculty aMerit product/total faculty aMerit products) x academic pool dollars = faculty aMerit distribution]

B) Faculty Merit Plan – SOM Clinical Portion

1) The Clinical Merit Pool shall be split into clinical productivity merit 70% and "Good Standing" merit 30%. A clinical faculty member may be eligible for "Good Standing" merit even though he or she does not satisfy the criteria for clinical productivity merit.

2) In order to qualify for clinical merit (cMerit) distributions, a clinical faculty member's CPMR (described in 14.3 (E) above), must be equal to or greater than 0.80 for the previous one year period from April 1st to March 31st. Alternatively, a clinical faculty member can qualify for cMerit distributions, regardless of the member's CPMR, if their ratio of collected revenue to clinical bSalary, for the previous one year period from April 1st to March 31st, is equal to or exceeds 2.2. Revenue/clinical bSalary for the proportion of nonUMG clinical activity will equal one (1.0).

3) Clinical faculty in the FMP, with a CPMR from 0.80 to 3.0, will be assigned a cMerit multiplier proportional to the linear range between 0.5 and 3.0. Faculty with CPMRs above 3.0 will be assigned a cMerit multiplier of 3.0. Alternatively, if a faculty member has a collected revenue/clinical bSalary ratio between 2.2 and 4.0, he or she will be assigned a cMerit multiplier proportional to the same 0.5 to 3.0 range. Faculty with collected revenue/clinical bSalary ratios above 4.0 will be assigned a cMerit multiplier of 3.0. Whichever cMerit multiplier is higher will be used for cMerit distribution. Appendix C provides figures and examples to illustrate implementation of these principles.

4) The clinical faculty member's cMerit Multiplier in each fiscal year is multiplied by the member's bSalary times their clinical effort to arrive at the clinical cMerit Product. [cMerit multiplier x bSalary x clinical effort = clinical cMerit product].

5) All participating faculty members' cMerit products for the evaluation period are summed to create a total of all faculty cMerit products. The amount of an individual's cMerit distribution is calculated as a proportion of the faculty member's cMerit product to the total cMerit products times that year's cMerit pool. [(individual faculty cMerit product/total cMerit products) x cMerit pool = cMerit distribution]

6) cMerit distributions shall be added to a faculty member's bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. cMerit distributions above the tSalary will be paid as lump sum bonuses.

7) cMerit, shall be based, in part, upon "Good Standing".

a) Eligibility for the "Good Standing" portion of cMerit includes two (2) "threshold" requirements:
   i. completion of Mandatory and Compliance Training for the most recent calendar year, and
   ii. no reprimand or violations of Rules of Conduct.

b) For faculty members meeting the threshold requirements, the "good standing" element of cMerit calculation will include weighted elements for:
   i. CGCAHPS performance,
   ii. effective clinical scheduling, and iii. the Chair's/ Center Director's discretionary allocation.

c) CGCAHPS performance will be measured as follows: CGCAHPS surveys for clinic visits will utilize the 7 questions about provider communication activity for the most recent calendar year attached as Appendix C. The weighting will be as follows:

   Raw scores from the responses to 7 questions regarding provider communication are provided for each provider, along with an aggregate score. The raw scores are compared to the UHC benchmark with a corresponding percentile. If the aggregate percentile is below the 45%ile, a weight of 0 is given. A weight of 5 is given if the best percentile is at or above the 75%ile. Weights from 0 to 5 are interpolated for percentiles between the 45%ile and the 75%ile. The interpolation is given below, where x is the best aggregate percentile:

   For $x < 45$, the weighting is 0

   For $x \geq 75$, the weighting is 5

   For $45 < x < 75$, the weighting is $0.1667 \times (x-45)$

   A minimum number of 28 surveys per year is required to provide a valid assessment of provider performance. If this number of surveys is not obtained, the faculty member will be assigned a weight of 1. Where no surveys are utilized for a clinical specialty the weight assigned will be 1.

   Distribution of the pool of dollars as follows:

Individual share = ((indiv points X clinical salary) / sum of everyone's (points X clinical salary)) X CGCAHPS merit pool dollars.

d) Effective clinic scheduling will be determined as follows: cMerit will be given for effective clinical scheduling if there are no avoidable clinic appointment bumps, or up to two excused avoidable bumps as determined by the Chair/Center Director in the previous calendar year. Faculty who qualify for effective clinical scheduling merit will receive his or her respective fraction of the clinical scheduling merit pool based upon his or her clinical FTE and salary.

e) The available department pool (calculated in dollars) for the Chair/Center Director discretionary portion of cMerit will be based on the clinical salaries within the department, and only those faculty members with clinical effort are eligible to receive this discretionary cMerit. Distribution of this pool is at the discretion of the Chair/Center Director, who may consider faculty contributions to the Department or UConn Health, grand rounds attendance, fellowship interviews and seminars, and other activities.

f) The "Good Standing" pool shall consist of 30% of the cMerit pool, and shall be distributed as follows:

20% - CGCAHPS performance
5% - Effective clinical scheduling
5% - Chair's/Center Director's discretion

14.5 Alternative Bonus Plan

UConn Health and the AAUP shall establish an Alternative Bonus Plan ("ABP").

A) Current bargaining unit faculty and any new hires may be offered the option of participating in the ABP at the discretion of the UConn Health.

B) When UConn Health contemplates offering an ABP to a current bargaining unit member or to a new hire, it must provide both the FMP and ABP options with a written description of both. This description will be jointly prepared and agreed to by both UConn Health and the AAUP. This description will also be presented to the current bargaining unit member or new hire as an attachment on the front of the ABP offer (defined as a written contract) and will contain contact information for the AAUP. Appendix D is this description.

C) Any bargaining unit member or new hire offered an ABP shall be provided at least two business days to allow consultation with the AAUP before the contract is finalized. The AAUP will be informed by UConn Health when a current faculty member is offered an ABP in order to provide two business days for consultation with the faculty member.

D) The ABP will pay bonuses based on performance. The performance metrics will be established to be used prospectively. By necessity, performance data will involve a look back from the date of the bonus determination.

E) Bonuses paid out under the ABP will not be added to faculty bSalary.

F) UConn Health and the AAUP shall agree upon a model template which shall include provisions which allow for specifying the duration of the agreement, the allocation of faculty effort relevant to the ABP, the metrics and payment structure for the ABP. The template shall not contain the actual specific terms which would relate to individual bargaining unit members, since these terms could vary based on the specific circumstances of the individual involved.

G) At the time a new hire begins employment with UConn Health, if an ABP was chosen, the AAUP will be provided a copy of the offer letter with the attachment summarizing the FMP and ABP options. The offer letter will reference the attachment and the fact that the new hire understands its contents, which will be confirmed by the new hire's signature on the offer letter. Copies of all ABPs for new hires will be provided to AAUP within 7 days of the start date.

H) Copies of ABPs signed by existing faculty will be provided to AAUP within 7 days of execution.

I) The duration of an ABP for any faculty member shall be subject to the provisions of Article 17 (Multi-Year Appointments) and in no event shall extend beyond June 30, 2026 for Assistant Professors or June 30, 2027 for Associate or Full Professors. After June 30, 2024, no ABP bonuses will be paid until a new collective bargaining agreement is in force. However, if the Parties are unable to reach a successor agreement prior to July 1 2024 due to circumstances beyond the control of the Parties, then UConn Health may continue to pay the full compensation to faculty on ABPs.

J) The specific terms of ABPs in place beyond FY 2024 may be subject to change pursuant to the terms of a successor CBA.

K) No current bargaining unit faculty member or new hire shall be required to accept an ABP as a condition of reappointment or hiring.

L) When a current or prospective faculty member declines an ABP, the base salary of the default FMP shall remain the same as that offered in the ABP.

M) All bargaining unit faculty currently on ICAs shall have the option, at the expiration of their ICAs, to choose either the ABP, if offered by UConn Health, or the FMP pathway.

14.6 Initial Salary

The minimum base salary for new ABP hires shall be at least 80% of the AAMC target (50th percentile/median) for their rank and specialty. A portion of the base salary for faculty on an ABP may be at risk based on the metrics for that particular faculty member's ABP.

14.7 Renewal Salary

When a faculty member is reappointed, the bSalary shall not be reduced from its then current level except when there is: i) a change or reduction in administrative responsibilities with concomitant contractual salary supplements as set forth in a previous employment contract; or ii) an inability of a faculty member to perform the duties associated with their current position and appointment; or iii) a change in duties mutually agreed upon between UConn Health and the faculty member provided that the AAUP has been notified of any contemplated change and the faculty member has been given opportunity to consult with the Union. Reduction in a faculty member's salary can also occur prior to renewal if either of these circumstances arise during the term of the appointment, prior to renewal. Nothing in this paragraph is intended to modify the authority of the Board under other provisions of the collective bargaining agreement including the authority to non-renew a faculty member's appointment.

14.8 Additional Distribution Rules

A) The bSalary for each faculty member used in the distribution calculations for EAGWI and merit shall be the bSalary as of the first day of the last full pay period in the fiscal year.
B) Prior to the calculation of EAGWI and merit, the names of faculty members who will no longer be in the bargaining unit as of July 1 and thus not eligible for EAGWI or merit will be removed from the roster of bargaining unit members.

14.9 Joint Standing Committee

The AAUP and UConn Health have established a Joint Standing Committee, composed of an equal number of representatives from the administration and AAUP, to address ongoing issues related to: salary target mapping, confirmation and validation of metric data and considerations of significant inconsistencies in FTE assignments and/or work productivity targets. If necessary, a third party umpire will mediate disputes that cannot be resolved by the Standing Committee. Nothing in this paragraph modifies the authority of UConn Health to make work assignments.

ARTICLE 15
PARKING

15.1 Parking rates for area passes shall increase annually by no more than the percentage increase in the faculty compensation pool in each year.

15.2 UConn Health shall give notice to the AAUP of any material changes to the existing parking scheme.

ARTICLE 16
PROFESSIONAL DEVELOPMENT

16.1 Faculty at the rank of Instructor or Assistant Professor will have $500 annually for the purpose of professional development for the first five years or until promotion to senior rank, whichever occurs first. The funding for professional development will be identified by both the Dean and Chair/Center Director. If a faculty member does not use their professional funds by June 30 of the fiscal year in which they were allocated, the funds will be forfeited. In no event shall professional development funds accrue from year to year or be the basis of any lump sum payment upon separation.

Professional Development funds are to be used for academic or professional purposes consistent with the guidelines associated with the funding source.

16.2 Advancement and Promotion:
Annually Department Chairs and the Faculty Affairs Office will address faculty mentoring and expectations for promotion with each Instructor. Instructors will be provided with a copy of their annual promotion goals (School of Medicine) or annual performance goals (School of Dental Medicine) as applicable.

16.3 Continuing Dental and Medical Education Support (CDME Professional Development Fund): A fund is established for continuing dental and medical education support in accordance with the following. In each year of the Agreement the following amounts shall be allocated, in no event shall the individual benefit for the CDME Professional Development Fund be altered or increased;

FY 2023	$125,000
FY 2024	$125,000

During the term of this Agreement, unused funds at the end of fiscal year expire. In no event shall CDME Professional Development funds be extended beyond the expiration of the term of the collective bargaining agreement.

Annually, each eligible full-time faculty member shall, upon request, receive up to a maximum of $1,000 from the CDME Professional Development Fund for any academic-related travel expenses (e.g., airfare, lodging, conference registration fees, per diem for meals, etc.). For a faculty member to access and receive CDME professional Development 1) the faculty member must have no available funding in individual accounts (academic enhancement accounts), department, or grant funds (DCAA) available to the faculty member which may be spent on CDME professional development; and 2) CDME Professional Development funds are available in that fiscal year.

Such travel expenses shall require prior approval of the faculty member's department or unit head. The CDME Professional Development funds shall be on a first come, first served basis. Faculty with access to Article 16.1 professional development funds shall be required to exhaust such funds prior to applying for CDME funds.

The Parties acknowledge that the CDME Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the Parties agree that each year, 25% of the CDME fund shall be available only to members of the bargaining unit whose terminal degree was earned within the past eight (8) years or less. If the full amount of this 25% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general CDME Professional Development Fund for that fiscal year, and available to eligible faculty irrespective of when they obtained their terminal degree in accordance with this Article.

ARTICLE 17
MULTI-YEAR APPOINTMENTS

17.1 Terms of In-Residence Faculty Appointments

A. **Initial Appointments**. Initial appointments for all in-residence faculty and SODM clinical-track faculty, regardless of rank, shall be for a minimum of two years, unless (i) the new faculty member requests an appointment of less than two years; (ii) there is no available external funding for a two year appointment; or (iii) the individual is joining the faculty as a result of a private practice being acquired by the UConn Health. All initial appointments shall have a probationary period (see I.D.).

B. **Re-Appointments** – Except when a decision has been made not to renew, the standards for re-appointment shall apply to all in-residence faculty and SODM clinical-track faculty with the exception of faculty who joined the UConn Health as a result of the purchase of a private practice.

1. Period of Re-appointment. Reappointments beyond the initial appointment for Assistant Professors shall be for a minimum period of two (2) yeas, provided the faculty member has achieved the member's Reappointment Standard, and external funding to support the position is available for the appointment period. Nothing herein prevents a faculty member from requesting reappointment to a term less than two years. Reappointments beyond the initial appointment for all Associate and Full Professors shall be for a minimum period of three (3) years provided the faculty member has achieved the member's Reappointment Standard, and external funding to support the position is available for the appointment period. Nothing herein prevents a faculty member from requesting re-appointment to a term less than three years. Faculty who receive a three-year appointment will be assessed on the first year's continuing activity in the final quarter of that year using the academic target in I.B.2.(a) and the 50th percentile of the most recent UHC target for their specialty referenced in I.B.2(b). For faculty on an ABP, the review will apply the standards set forth in the faculty's ABP. Both FMP and ABP faculty who have not met these standards may have their appointment reverted back to a total of two (2) years at the discretion of UConn Health.

2. Re-appointment Standard. The Reappointment Standard for faculty compensated under the Faculty Merit Plan (FMP), is set forth in I (B) (2) (a) and (b), below. For faculty compensated under an Alternative Bonus Plan (ABP), the Reappointment Standard shall be specific, objective and verifiable criteria as set forth in their appointment letter. If a faculty member has not achieved their Reappointment Standard, UConn Health may renew the appointment for a period less than two (2) years or three (3) years, respectively, or non-renew.

a. Academic Target. For faculty participating in the FMP, the academic target is a rating of acceptable or higher, and

b. Clinical Target. For faculty participating in the FMP, the Clinical Target shall be the 55th percentile of the most recent UHC number for each specialty.

3. Elimination of a Program. During the second year of any re-appointment or any subsequent year, the appointment may be terminated (with six months' notice) prior to its end date, if UConn Health decides to eliminate a program.

4. The Reappointment Standards set forth above shall not apply to the next renewal for faculty members participating in an ABP as of June 30, 2015. However, with that next level renewal, and provided that faculty member continues to participate in an ABP, the member's re-appointment letter shall set forth the criteria comprising their Reappointment Standard as defined above in I (B) (2). All new ABP appointment letters, whether initial appointments or renewal appointments, shall set forth the specific criteria comprising the Reappointment Standard.

5. For reappointment decisions made in 2018 for appointment periods covering FY19, the Clinical Target will be reduced to the 50th percentile of the most recent UHC number for that each specialty. If the faculty member does not meet the 50th percentile, then the faculty member's reappointment will be for one year, regardless of whether the faculty member is an Assistant, Associate or Full Professor. The same Clinical Target (50th percentile) and procedure above will apply for reappointment decisions made in 2019 for appointment periods covering FY 20. For reappointment decisions made in 2020 for appointment periods covering FY21, the Clinical Target will return to the 55th percentile of the most recent UHC number for each specialty. If at that time a faculty member has not achieved the member's Reappointment Standard, UConn Health may renew the appointment for a period less than two (2) years or three (3) years, respectively, or non-renew.

C. **Appointment End Dates**. When possible, the end dates of all in-residence faculty appointments shall be based on fiscal years. Exceptions include, but are not limited to:

1. when a faculty member asks for a different end date in order to accept a new position, seek further education ,move away from the area, etc.,

2. when U.S. State Departments for visa applications dictate otherwise.

3. when funding is not available for a full year the end of the appointment period, or

4. the final year of appointment for a faculty member hired under the "Exceptional Post Doc Policy" where employment is for a maximum of three years.

AAUP will be informed of any other exceptions.

D. **Probationary Period**. All initial in-residence faculty appointments shall include a twelve (12) month period of probation. This probationary period applies to all incoming faculty and will not be waived. The period of probation and its terms will be specifically set forth in the appointment letter.

1. Extension of probationary period. A faculty member's probationary period may be extended after periods of leave without pay, use of sick leave, or use of other leave for family and medical leave purposes when a leave exceeds 20 working days. The period of extension shall be equal to the length of time the faculty member was absent. When the probationary period is extended for this reason, the faculty member shall receive written notification, with a copy to the Union, setting forth the length of the extension. There shall be no more than two extensions of the probationary period during the probationary year.

2. Termination during the probationary period. During the probationary period, the Chair/Center Director, with the written approval of the Dean, may terminate the employee's appointment. Written notification of the termination will be provided. There shall be no appeal of such a decision within any University forum or the contractual grievance procedures. A faculty member terminated during the probationary period shall have the option of being informed orally by the Dean or Dean's designee of the reasons for the termination. A faculty member given notice of termination during the probationary period shall be considered to be dismissed during the probationary period even if the last day of employment falls outside the probationary period. Termination during the probationary period is neither a nonrenewal nor a dismissal for cause.

17.2 Non-Renewal of Appointments/Early Departure Initiated by Faculty Member

A. When non-renewal occurs for a basic science faculty member or a faculty member with less than 20% clinical effort, that faculty member may terminate employment with UConn Health without penalty, with a three (3) month notification.

B. If a faculty member is non-renewed or reappointed with reduced FTE, notification shall be given to that faculty member no later than April 1 or three months prior to the end date of the member's current appointment.

C. Faculty with 20% or greater clinical effort who receive notification of non-renewal or appointment with reduced salary or FTE may request release from the six month notification period.

17.3 Initial FTE and Effort Distribution

A. Each faculty member shall have their FTE and initial distribution of effort set forth in their initial appointment letter. For initial appointments, the faculty member's FTE shall be maintained throughout the term of appointment unless the faculty member requests an FTE reduction or there is loss of external funding. Effort distribution may be changed at any time, including during initial appointment.

17.4. Clinical Faculty Weekend Coverage

Appointment letters for clinical faculty with call responsibilities will address the expectations of the projected weekend on-call coverage of the faculty member. On-call weekend coverage is based on the business and operational needs of the specialty and subject to change. This provision is neither grievable or arbitrable under Article 9 of this Agreement.

17.5 The SOM and the SODM will provide, electronically, the AAUP with original and re-appointment letters for members of the bargaining unit not later than two (2) weeks from the date of its issuance.

ARTICLE 18
FTE FOR UNION LEADERSHIP

18.1 Effective July 1, 2022, the President, Vice-President, and Secretary/Treasurer shall be granted either 0.05 or 0.10 FTE requested by the union officer in consultation with Chair/Center Director and specified prior to the start of the fiscal year. The time shall be granted to each for the performance of official union representational duties. This FTE amount shall be designated as administrative time with resulting changes in faculty members' effort allocation being determined by the Chair/Center Director in consultation with the faculty member. The Chair/Center Director will exercise his/her discretion in a reasonable manner.

18.2 UCH-AAUP shall reimburse UConn Health for salary and fringe for FTE on a quarterly basis.

18.3 The AAUP shall provide UConn Health a list after every union election of the individuals occupying the above positions.

18.4 During each contract year, no more than three (3) faculty members may be designated by the union to attend the annual AAUP conference/training for a total of no more than three (3) working days. Such time shall be designated as a no-cost travel authorization

ARTICLE 19
CLINICAL EFFICIENCY AND BEST PRACTICES

19.1 UConn Health will use its best efforts to include relevant bargaining unit faculty members in discussions concerning the implementation of policies and systems regarding such matters as electronic medical records, clinical scheduling and the efficient delivery of quality patient care.

19.2 The parties agree that the faculty involvement contemplated in 19.1 above may be a topic of discussion in the LRMC meetings pursuant to Article 10.1

ARTICLE 20
FACULTY ASSISTANCE PROGRAMS

UConn Health will continue to comply with Connecticut General Statutes Section 19a-12e, as may be amended from time to time, the program known as HAVEN.

Referrals per the statute are confidential. A faculty member can choose to notify their union representative or sign authorization for a union representative to be notified. AAUP must provide a signed, written authorization from the faculty member in order to be provided information from UConn Health related to a referral to the program provided for in Section 19a-12e. If UConn Health refers a faculty member to HAVEN, UConn Health will inform the faculty member that the union can assist the faculty member to navigate the process.

ARTICLE 21
HOLIDAY COMPENSATION

Clinical Faculty who are scheduled and required to work during any of the recognized State holidays, will be provided with an additional vacation day for each holiday worked to a maximum of two (2) days per calendar year. The two (2) days shall be prorated based upon the faculty member's FTE. The holidays worked must be documented and recorded. The two days shall not be paid out and cannot result in exceeding the limit of carryover vacation days for that year.

ARTICLE 22
FACULTY EDUCATIONAL MATERIALS

22.1 UConn Health agrees that a faculty member has rights to educational materials developed by the faculty member, including the member's pre-existing work that is incorporated into educational materials. UConn Health agrees that the faculty member retains all rights of ownership in such materials. The faculty member agrees, however, to grant UConn Health a nonexclusive, royalty-free perpetual license to use, modify, or update such materials and combine the materials with other educational materials. UConn Health agrees that the faculty member retains all other rights of ownership to the educational materials and will be credited and acknowledged in all UConn Health uses of the work.

22.2 The faculty member retains the right to use the substantive content of these educational materials, without further consent or approval of UConn Health, in any scholarly or creative works. In particular, the faculty member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the faculty member has left the full-time employment of UConn Health. Upon departure, a faculty member who believes that the educational materials contain erroneous information may request that their work be nonattributed and that their name be redacted from the materials.

ARTICLE 23
FACULTY FAMILY MEDICAL LEAVE

1. Faculty members may be provided with paid time off for illness or for major life events such as child birth, adoption, child bonding and caregiver leave for a family member with a serious illness in accordance with School of Medicine and School of Dental Medicine guidelines and practice.

2. Faculty members who need such leave time shall request such leave from their Department Chair or Center Director who shall have the authority to grant such reasonable leave as needed in accordance with current practice. Any required medical documentation will be provided by the faculty member to Human Resources in concert with the leave approval.

FACULTY MEDICAL LEAVE DONATIONS

Faculty will be permitted to donate any accrued vacation time to a fellow faculty member who is absent due to a long-term illness, subject to the following:

A. The absent member must have at least one (1) year of service;

B. The absent member must have exhausted all of their paid leave time and be on leave without pay;

C. A request to donate vacation time may be initiated by the Union or the member;

D. The request shall be submitted to Human Resources and shall include a current medical certificate on a form prescribed by UConn Health;

E. Donations may be made in minimum units of one (1) day only;

F. Donations shall be applied to the absent member's payroll account as needed each pay period by consultation between Human Resources and the member or Union representative coordinating the donations. Donations of days shall not exceed the number of days needed to prevent the member from being on leave without pay up to a maximum of ninety ("90") donated days to any single faculty member in a twelve (12) month period.

ARTICLE 24
LONG-TERM DISABILITY INSURANCE

24.1 UConn Health will provide a long-term disability insurance benefit to bargaining unit members with .5 FTE or greater. Said long-term disability policy will provide for a minimum benefit of 60% of monthly rate of basic earnings, a 3% COLA adjustment and an $8,000 monthly maximum benefit.

24.2 Effective January 1, 2017, bargaining unit members hired or rehired by UConn Health will be eligible for long-term disability insurance only if they are in the Alternate Retirement Plan (ARP). Bargaining unit members enrolled in any other retirement plan (i.e., SERS, Hybrid) will be excluded from coverage.

24.3 Effective January 1, 2022, bargaining unit members participating in a SERS or Hybrid retirement plan who have ten (10) or more years of service will be terminated from coverage and any bargaining unit member who thereafter achieves ten (10) years of service shall cease eligibility for coverage thirty (30) days after said date.

24.4 Bargaining unit members excluded from long-term disability coverage as provided above, will be given information on how to buy long-term disability insurance through the State of Connecticut Supplemental Benefits program.

24.5 UConn Health and UCH-AAUP agree that the next RFP issued for a long-term disability policy will request that interested bidders include in their responses an option for eligible faculty bargaining unit members to purchase, at their expense, additional benefit coverage above the $8,000 monthly maximum benefit to a monthly maximum benefit of $12,500.

ARTICLE 25
CURRENT MEMORANDUMS OF AGREEMENT

25. 1 All Memorandums of Agreement currently in effect will be extended to the end of this Agreement. These include the May 21, 2013 MOA on the School of Dental Medicine Executive Council, the July 15, 2014 MOA on Post-Tenure Review, the November 3, 2015 MOA on Two-Year Appointment Non-Renewal Extensions, and the January 15, 2016 MOA on Pass-through Faculty.

ARTICLE 26
SAVINGS CLAUSE

If a court of competent jurisdiction and/or other authority with pertinent jurisdiction invalidates any provision(s) of this Agreement or rules that any provision(s) of this Agreement is contrary to law, such provision(s) shall not be applicable except to the extent permitted by the law, and all other provisions of the Agreement shall continue in effect.

ARTICLE 27
DURATION

27.1 Except as provided for within, the parties agree that this Agreement shall be in effect through June 30, 2024.

Bruce T. Liang

For UConn Health

3/31/2022

Date

For UCHC-AAUP

3/31/2022

Date

ATTACHMENT A
UCH/AAUP Salary Mapping Principles

1. While we understand there may be appeals from individual faculty to be "mapped" in a different way, the following principles will be used as our starting point. Exceptions will be for groups of people (for example, genetic counselors and non-MD doctoral level mental health clinicians) and not for individuals.
2. When a School of Medicine faculty member holds an administrative supplement that will be relinquished in the future if the administrative responsibilities are no longer held, wage increases will be figured on the permanent base salary only (and not the administrative supplement).
3. When a School of Medicine faculty member's clinical effort increases or decreases by .25 FTE or more, that person's salary mapping will be reviewed by the standing committee before the next payout.
4. When a School of Medicine faculty member's clinical activity changes from one area within the specialty to another, the standing committee will review the salary mapping before the next payout.
5. Where salary data do not include the 75th percentile (for example, dental faculty and laboratory animal veterinarians), the 75th percentile is calculated as 125% of the median.
6. Both sides agree that in future years we could sign an MOA to revise the salary mapping for those who cannot be directly mapped to AAMC or ADEA tables.

School of Dental Medicine Faculty

7. Wherever possible and appropriate, we will use ADEA salary Tables 3 and 6 for all schools.
   a. A modified ADEA salary Table 3, adjusted to full time equivalency of ten half-days, will be generated by multiplying a factor of 10 to each salary in the table.
   b. A calculation will be made to determine the adjustment factor between ADEA Table 2 (guaranteed annual salary of full time faculty by rank or title) and ADEA Table 3 (guaranteed annual salary per half-day of full time faculty by rank or title). The adjustment factor will then be applied to Table 6.
   c. ADEA Tables 3 and 6 do not adjust for administrative responsibilities. The respective 50th and 75th percentile target salary will be adjusted upward to reflect the administrative salary supplements associated with the following positions: residency program directors and predoctoral program director.
8. Faculty will be mapped to one of four categories
   a. Basic science – faculty who hold a PhD degree involved primarily in basic science teaching will be mapped to the Basic Science category in Table 3.
   b. Behavioral science – faculty who hold a PhD degree involved primarily in behavioral sciences teaching and research, including those whose primary appointment is in a division other than Behavioral Sciences will be mapped to the Behavioral Science category in Table 3.
   c. Clinical science
      i. If the faculty member is appointed to a Division which correlates to a discipline identified in Table 6, and holds the credentials[4] for that discipline, the faculty member will be mapped to Table 6.
      ii. If the faculty member is appointed to a Division which correlates to a discipline identified in Table 6, but does not hold the credentials for that discipline, the faculty member will be mapped to the general dentistry category in Table 6.

[4] Has the educational training and is eligible to practice that specialty in accordance with CT licensure regulations.

iii. If the faculty member is appointed to a Division which does not correlate to a discipline identified in Table 6, the faculty member will be mapped to the Clinical Science category in Table 3.

d. Research – faculty who hold a PhD degree involved primarily in research will be mapped to the Research category in Table 3.

School of Medicine Faculty

Where possible and appropriate, we will use AAMC salary tables 4, 11, 18 and 25. These tables contain data only for people with doctorate degrees and will be used only rarely for others (as noted in section 12).

9. School of Medicine Faculty with **Medical Doctorate Degrees (e.g., MD, MBBS, DO)**

Reference:
AAMC Table 4: Medical Doctorate/Basic Science Departments/Specialties
AAMC Table 11: Medical Doctorate/Clinical Science Departments/Specialties
AAMC Table 18: PhD or Other Doctoral Degree/Basic Science Departments/Specialties
AAMC Table 25: PhD or Other Doctoral Degree/Clinical Science Departments/Specialties

A. Providing clinical services to patients[5] (not as an intensivist with other specialty)
1. In a clinical specialty as designated in Table 11
- Table 11/Specialty
2. As a geneticist
- Table 4/Genetics

B. Providing clinical services to patients as an intensivist with other specialty
- Table 11/Critical/Intensive Care Medicine and Specific Specialty (Blended Average)

C. Not providing clinical services to patients
1. In Clinical Department
- Table 25/Department Total
2. In Basic Science Department
- Table 18, Basic Science Total All Departments

10. School of Medicine Faculty with **Academic, Research, and Professional Doctorate Degrees (e.g., PhDs, Dr. Ph, EdD, JD, PsyD. ScD.)**

AAMC Table 11: Medical Doctorate/Clinical Science Departments/Specialties
AAMC Table 18: PhD or Other Doctoral Degree/Basic Science Departments/Specialties
AAMC Table 25: PhD or Other Doctoral Degree/Clinical Science Departments/Specialties

A. Providing clinical services to patients as a behavioral health provider
- Table 11/Specialty 30% Table 25/Specialty 70%

B. If in a clinical department (not providing clinical services):
- Table 25/Department Total

[5] Faculty who provide clinical services to patients which are billable through UMG, JDH or a clinical service contract.

C. If in a basic science department (not providing clinical services)
- Table 18/Basic Science Total

11. School of Medicine Faculty with **Other Doctorate Degrees: (for example: AuD, DPM, DVM)**

A. Providing clinical services to patients as an audiologist
- Applicable MGMA salary data

B. Providing clinical services to patients as a podiatrist

1. Medical
- Assistant Professor: APMA Median
- Associate Professor: APMA Median + $10,000
- Professor: APMA + $20,000

2. Surgical
- Assistant Professor: APMA Median x 1.33
- Associate Professor: APMA Median x 1.33 + $10,000
- Professor: APMA x 1.33 + $20,000

C. Providing services as a vet, running animal care facility
- Salary Survey of Laboratory Animal Veterinarians

12. School of Medicine Faculty with **Non-Doctorate Level Degrees (for example: APRN, LCSW, MA, MS, SLP)**

Where possible we identify salary data collected for the specialty. If data for academic or academic health centers are provided, that is what is used. If academic ranks are not used, the data provided are used for the rank of Instructor. Medians for higher ranks are created by adding 10K per rank.

A. Providing clinical services as an APRN, Speech Pathologist, Dietician/Nutritionist
- Applicable MGMA salary data

B. Providing services as Genetic Counselor
- Academic data from National Society of Genetics Counselors Salary and Benefits Survey

C. Not in positions indicated in 10 A./10 B above, and providing clinical services to patients (All Ranks)
- Table 25/ Department Total (for rank)

D. Not in positions indicated in 10 A./10 B above, not providing services to patients (All Ranks)
- Table 18/ Basic Science Total (for rank)

Note: For salary tables that are not released annually, the previous year's data will be adjusted appropriately by the Joint Standing Committee.

Should a faculty position fall outside of the mapping rules contained herein, the Joint Standing Committee may create a new rule to apply to this position.

April 2021

Footnote Renumbered:

Footnote 1: Has the educational training and is eligible to practice that specialty in accordance with CT licensure regulations. (Renumbered from Footnote 4)

Footnote Added:

Footnote 2: Faculty who provide clinical services to patients which are billable through UMG, JDH or a clinical service contract.

Footnotes Removed:

Footnote 5: Language: Table 11: MDs in clinical departments, mapped to the nearest appropriate specialty unless otherwise noted· Footnote: If a person is not credentialed to practice independently, he or she will not be mapped to a specialty, and will be mapped to the department, general practice.

Footnote 6: Language: Table 18: PhDs in Basic Science Departments – we will map all in this category to "basic science total." Footnote: The reasons for this include (a) most of our six basic science departments don't match the departments listed individually in the AAMC salary tables, (b) to increase the N of the salary numbers used, and (c) more and more, our basic science departments are blended in terms of the training and specialty of the members.

Footnote 7: Language: Table 25: PhDs in Clinical Departments – we will map each to their own department "total" and not to a specialty/division. Footnote: The dual rationale is to increase the N of the salary numbers used and to decrease the temptation to move divisions to change the median target salary.

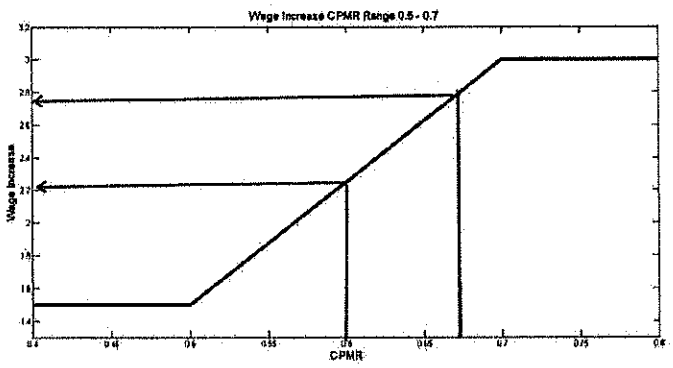
Footnote 8: Language: Faculty who have doctoral level clinical degrees but are not credentialed to see patients as part of their SOM employment are mapped as PhDs. If they are in basic science departments they will be mapped to Table 18, basic science (total). If they are in a clinical department they will be mapped to that department (total) in Table 25. Footnote: "Credentialed" as used here refers to JDH (or for Family Medicine, St. Francis) approval to practice clinically.

Note: Footnotes in original document began with number 4 (Footnotes 1-3 were not included)

ATTACHMENT B

I. Determination of wage increase to be compared with individual EAGWI based upon CPMR.

a) Graphic representation of wage increase compared to CPMR value. Note: CPMR at or below 0.5 = 1.5% wage increase compared to individual EAGWI, whichever is smaller is used. A CPMR at or above 0.7, then the EAGWI multiplier (e.g., 3.00%) is compared with EAGWI, whichever is smaller is used. For a CPMR between 0.5 and 0.7, then the wage increase determined from the equation: wage increase = [1.5+((CPMR-0.5)/0.2)(N-1.5)]; where N=EAGWI multiplier for that year (see graphic representation and examples below).

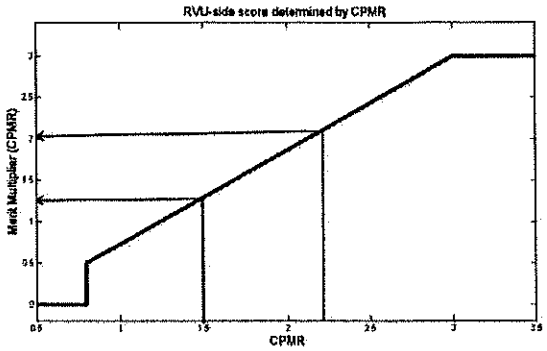


For purposes of these examples the EAGWI Multiplier is set at 3.00%:
Example 1. CPMR = 0.6 and EAGWI = 2.00; with CPMR of 0.6, the calculated wage increase = 2.25% (off chart/calculator); however the EAGWI of 2.00<2.25 then the member will receive 2.00% wage increase.

Example 2. CPMR = 0.675 and EAGWI = 3.50; with CPMR of 0.675, the calculated wage increase = 2.75% (off chart/calculator); thus 2.75% <EAGWI then member will receive 2.75% wage increase.

II. Determination of merit multiplier for Clinical Merit relative to CPMR or Revenue/Salary ratio.

a) Graphic representation of merit multiplier using CPMR value. Note: with CPMR below 0.8 merit multiplier = 0, CPMR at 0.8 then merit multiplier = 0.5; CPMR at or above 3.0 then merit multiplier = 3.0, CPMR between 0.8 and 3.0 is determined from the equation: merit multiplier (CPMR) = [0.5 + (CPMR-0.8)(2.5/2.2)] (see graphic representation and examples below).

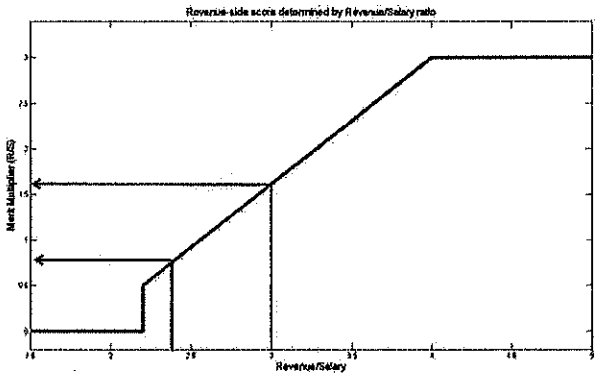


Example 1. CPMR = 1.5; Merit Multiplier (CPMR) = [0.5 + (1.5-0.8)(1.1364)] = 0.5 + 0.7955 = 1.2955

Example 2. CPMR = 2.2; Merit Multiplier (CPMR) = [0.5 + (2.2-0.8)(1.1364)] = 0.5 + 1.5910 = 2.091

OR: Merit multiplier based upon Revenue/Salary is used if higher than merit multiplier (CPMR)

b) Graphic representation of merit multiplier for Revenue/Salary ratio, merit multiplier (R/S). Note: Rev/Sal at 2.2 = merit multiplier of 0.5, and Rev/Sal ratio of 4.0 = merit multiplier of 3.0, Rev/Sal above 4.0 = merit multiplier of 3.0. Rev/Sal ratio between 2.2 and 4.0 is determined by the equation: merit multiplier (R/S) = [0.5 = (Rev/Sal-2.2)(2.5/1.8)] (see graphic representation and examples below).



Example 1: Rev/Sal = 2.4, CPMR = 1.5 (merit multiplier (CPMR) = 1.2955, above) then merit multiplier (R/S) = [0.5 + (2.4-2.2)(1.3889)] = 0.7778: merit multiplier (CPMR) is used since 1.2955> 0.7778.

Example 2: Rev/Sal = 3.0, CPMR = 2.2 (merit multiplier (CPMR) = 2.091 above) then merit multiplier (R/S) = [0.5 + (3.0-2.2)(1.3889)] = 1.6111: merit multiplier (CPMR) is used since 2.091>1.6111.

ATTACHMENT C – MOA SODM Executive Council for Faculty Merit Review

Memorandum of Agreement

School of Dental Medicine Executive Council

May 21, 2013

For the specific purpose of peer review, cross-division and cross-department calibration, and consistency in the application of merit review guidelines in the School of Dental Medicine, AAUP and UCHC agree to add AAUP bargaining unit members to the SODM Executive Council (EC) for those meetings and proceedings at which faculty merit reviews are discussed.

The Executive Council composition includes Section chairs (currently three) who are members of AAUP. Three additional (or the number required for a total of six) AAUP members can be appointed by AAUP to serve on the EC when merit reviews are discussed, for a total of six AAUP representatives. All AAUP members serving on EC for the purposes of merit review will have equal voting rights as the full members of the EC, including Associate Deans, Department Heads, Division Chairs and Center Directors.

Should the composition of the EC change as a result of restructuring within the School of Dental Medicine or other actions which change the number of representatives serving on the EC, the number of AAUP representatives shall be at least 40%, but not to exceed 50%,of the total representatives.

UCHC and AAUP agree that AAUP will determine the mechanism or process by which the additional members will be elected or appointed.

This Agreement is without precedent for either party in any pending or future matter.

For the AAUP-UCHC

For the School of Dental Medicine

For the UConn Health Center

ATTACHMENT D

Summary of Provisions of the Faculty Merit Plan (FMP) and the Alternative Bonus Plan (ABP)

All faculty members will participate in the Faculty Merit Plan or the Alternative Bonus Plan, but not both.

Faculty Merit Plan (FMP)

- The FMP is the default merit plan for all bargaining unit faculty who are not offered an ABP (or not grandparented on an individual compensation agreement).
- FMP metrics were negotiated by AAUP and UCH and are not individualized.
- Faculty can earn merit payments based on their performance in the clinical and/or academic domains.
- Faculty must have an aggregate academic merit review rating of acceptable or above to participate.
- Payments are drawn from the negotiated distribution pool that also funds general wage and equity increases.
- It is not possible to know in advance the exact value of a merit payment for an individual faculty member because the payment depends on the total number of faculty receiving merit payments.
- Each faculty member's salary is mapped to national professional salary tables. Merit payments are added to base salary up to the median salary for the faculty member's rank and mapped specialty, and any amounts over that figure are paid as one lump sum early in each new fiscal year per the agreement.
- Faculty on the FMP are eligible for general wage and equity increases.

Alternative Bonus Plan (ABP)

- ABPs are offered to specific faculty members and new hires at the discretion of the Health Center.
- Individual performance targets are described for the faculty member that are specific, observable and measurable.
- Faculty earn specific payments if performance targets are met.
- ABP payments are not added to base salary but are paid as a lump sum.
- ABP payments are not funded from the negotiated distribution pool.
- Faculty on the ABP may qualify for general wage and equity increases based on their annual clinical and academic reviews.
- Acceptance of an ABP offer is voluntary. If declined, the base salary offer will not change, and the faculty member will participate in the FMP.

AAUP contact information: Susan Hunt, AAUP Office Administrator, 860-678-0826, shunt2468@gmail.com.

My signature below is testament that I have read this document and understand that if I accept the offered ABP, I will not participate in the FMP, for the term of the ABP.

_____ _____

Faculty name **Date**

ATTACHMENT E – REVISED AND APPROVED 9/10/13 AND 9/6/17

Compensation section for ABPs

Your annualized base salary will be **$X** and if you are part-time, will be pro-rated according to percent of time employed. Your salary is payable in accordance with the UCH's payroll policies in bi-weekly installments. Changes in base salary will be made according to the AAUP/UCH agreement.

You may receive an Equity Adjusted General Wage Increase (EAGWI) to your base salary according to the AAUP/UCH agreement. Such increases are possible according to the terms of the collective bargaining agreement. These increases are contingent on a review of annual clinical and academic activities.

The Alternative Bonus Plan (ABP) described below will be the sole mechanism to determine you merit payments for the term of this contract.

All bullets below must be included. They can be combined into a paragraph rather than a bullet list if appropriate. Footnotes 1 & 2 are informational to the letter writer. Footnote 3 is to be included in the letter (and will remember itself appropriately).

- The metric(s)[6] that will be measured to determine your merit payment(s) **is/are** _____.
- Your _____ (insert name of metric(s)) target is _____ (this target must be a specific number or specific formula). This target has been determined by…(e.g. 2.2 times salary and fringe; or RVU tables published by X for year X, etc. If a published metric such as RVUs, state the publication date and which part of the table is used. State if the targets relate to just a portion of work effort such as the clinical effort, or the entire work effort.)
- Your initial _____ (insert name of metric(s)) review will consider the metrics earned from date x to date y[7].[8] State the dates of subsequent review periods.
- (include first phrase only if appropriate) Because it takes time for all the data to be collected, your initial (insert name of metric) review will occur in the month of ____ and subsequent reviews will occur in the months of _____ .

---

[6] **Any and all metrics used must be specific, observable and measurable, and not subject to the judgment of an individual. If "citizenship" variables are used, they must also be specific, observable and measurable. Metrics should be variables that are relevant, could be collected for faculty in similar positions, and are related to their job description. Examples of metrics are revenues earned, RVUs, PressGaney scores, salary support on grants, and indirect grant dollars brought to the Health Center.**

[7] **Data can be reviewed on a quarterly basis or annually, but the end day of an "annual" review will be March 31. This is to synchronize the review with those occurring for faculty in the Faculty Merit Plan since both groups receive EAGWIs and clinical productivity affects the EAGWI.**

[8] March 31 is the "snapshot date" used to calculate EAGWIs.

- Following each review, if you have achieved the target, then you will be paid a lump sum in the amount of $X, or calculated as follows:
- This/**these** payment(**s**) do not become part of your base salary.
- Payments will be included in a paycheck received about one month after the review is conducted.

To be included in letters with terms extending beyond June 30, 2021.

ABP payments beyond June 30, 2021 are subject to terms of the UCH-AAUP contract.

Example 1 for a letter with a term of Sept. 1, 2013 to June 30, 2015:

The metric that will be measured to determine your merit payments is "collected revenue," defined as revenues collected for your clinical activity.

- Your collected revenue target is 2.2 times your clinical salary and fringe benefits. During your initial review period, while your salary is $, this figure of 2.2 times salary and fringe is $Y.
- Your initial collected revenue review will consider the collected revenue earned from September 1, 2013 to March 31, 2014. Your second review will consider collected revenues earned from April 1, 2014 to March 31, 2015. Your final review will consider collected revenues earned in the period April 1, 2015 to June 30, 2015.
- Because it takes time for all the data to be collected, your initial collected revenue review will occur in the month of May 2014 and subsequent reviews will occur in the months of May 2015 and August 2015.
- Following each review, if you have achieved the collected revenue target, then you will be paid a lump sum of $X.
- These payments do not become part of your base salary.
- Payments will be included in a paycheck received about one month after the review is conducted.

Example 2 for a letter with a term of Sept 1, 2013 to June 30, 2015

You will participate in an Alternative Bonus Plan (ABP) as described below for the entire term of this contract.

- The metric that will be measured to determine your merit payments is physician work relative value units, or wRVUs. wRVus are a method for determining the value of a physician service, and take into consideration the time, technical skill and effort, mental effort and judgment, and stress, required to provide a clinical service. wRVUs are determined by the Centers for Medicare and Medicaid Services (CMS).
- Your RVU target is 80% of the median wRVUs for your specialty and percent clinical effort. At the present time, the median for a full time clinician in your specialty is 8000. Your initial clinical allocation of effort is 70%. 70% of the full time median is 5600, and 80% of the median for 70% effort is 4480. This is your initial annual target. It will be revised if your clinical effort changes, and if CMS publishes revised data tables.
- Your RVU reviews will occur quarterly except that your first review period will cover 4 months to accommodate a start date in the middle of a quarter. Your initial RVU review will consider wRVUs earned from September 1, 2013 to December 31, 2013. Subsequent reviews will cover the periods of Jan-March, April to June, July – September, and October-December. Your final review will consider wRVUs earned in the period April 1, 2015 to June 30, 2015.
- Because it takes time for all the data to be collected, your initial RVU review will occur in the month of February 2014 and subsequent reviews will occur 6-8 weeks following the end of each review period.
- Following each review, if you have achieved the RVU target, then you will be paid $37 for each wRVU earned above the target. Thus, unless your clinical effort or the published RVU tables change, you will be paid $37 for each RVU earned above the annual target of 4480 or quarterly target of 1120.
- These payments do not become part of your base salary.
- Payments will be included in a paycheck received about one month after the review is conducted.

ATTACHMENT F

MEMORANDUM OF AGREEMENT
Discussions re Providing Faculty on Administrative Leave Access to Email and Research Files
March 9, 2022

WHEREAS, UConn Health and the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter "AAUP-UCHC") are Parties to a Collective Bargaining Agreement ("CBA") that expired on June 30, 2021; and

WHEREAS, the Parties agreed to an extension of the CBA while they negotiated a new CBA and now the Parties have reached a tentative agreement on a CBA, subject to ratification by the pertinent constituents and approval by the Connecticut General Assembly; and

WHEREAS, in connection with said negotiations the Parties discussed holding meetings, as may be necessary, to discuss providing faculty who are on administrative leave more than two weeks access to email and research files whenever UCH deems it appropriate; and NOW,

THEREFORE, the Parties hereby agree as follows:

1. Whenever a faculty member is placed on paid administrative leave pending an investigation for a period that exceeds two weeks, a representative from UConn Health Labor Relations, the faculty member's supervisor and/or Department Chair, and a representative from the AAUP- UCHC will discuss how, whether and to what extent to permit the faculty member on paid administrative leave to continue to have access to such faculty member's UConn Health email account and/or to computer academic and research files without compromising the University's investigatory activities.

2. UConn Health's decision whether and to what extent to permit continuing access to such faculty member's email accounts and/or computer academic and research files pending the completion of the investigation shall not be grievable or appealable.

UCHC-AAUP

Date: 5/18/2022

UConn Health

Date: 3/23/2022

ATTACHMENT G

MEMORANDUM OF AGREEMENT
Restorative Approach to Discipline
March 9, 2022

WHEREAS, UConn Health ("UCH") and the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter "AAUP-UCHC") are Parties to a Collective Bargaining Agreement ("CBA") that expired on June 30, 2021; and

WHEREAS, the Parties agreed to an extension of the CBA while they negotiated a new CBA and now the Parties have reached a tentative agreement on a CBA, subject to ratification by the pertinent constituents and approval by the Connecticut General Assembly; and

WHEREAS, in connection with said negotiations the Parties discussed consideration of a restorative approach to discipline whenever UCH deems it appropriate; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Whenever a faculty member is facing potential discipline, the faculty member and/or their union representative(s) may advocate for an alternative restorative approach to traditional discipline at the pre-disciplinary meeting with the Department Head/ Director held in accordance with Article 7 of the collective bargaining agreement and prior to any decision or recommendation on discipline of the faculty member.

2. Nothing herein is intended to erode or otherwise diminish management's sole jurisdiction under Article 2 of the collective bargaining agreement concerning decisions to demote, suspend, discipline, or discharge faculty members for just cause or to non-renew faculty without cause, and nothing herein is intended to modify in any way the current process for issuing discipline under Article 7 of the collective bargaining agreement

UCHC-AAUP

Date: 7/18/2022

UConn Health

Date: 3/23/2022

Not included in this document:

- **Side letter on suspension of "Good Standing" under Faculty Merit Plan during term of this CBA;**
- **Side letter on addressing block hospitalist issues by July 1, 2022.**

ATTACHMENT B

SUPERSEDENCES

April 1, 2022
July 1, 2021 to June 30, 2024 Collective Bargaining Agreement
Between UConn Health and AAUP

Pursuant to Conn. Gen. Stat. § 5-278 (e)(1), "[w]here there is a conflict between any agreement...on matters appropriate to collective bargaining....and any general statute or special act, or regulations adopted by any state agency, the terms of such agreement or arbitration award shall prevail...."

In accordance with Conn. Gen. Stat. § 5-278 (b) (1), the following state statutes and regulations, if applicable to employees in the unclassified service, are superseded by contrary provisions in this Agreement. This list includes continuing, new and revised supersedences:

Tentative Agreement	Provision	State Statute (as Amended) or Regulation Superseded
Article 1 Recognition	Provides for unit of professional employees.	C.G.S. § 5-196; C.G.S. § 5-198
Article 3 Union Rights and Security	Provides for University to deduct membership dues, initiation fees and voluntary contributions.	C.G.S. § 5-260; C.G.S. § 31-40bb
Article 7 Discipline	Provides process for and grounds for discipline up to and including termination.	C.G.S. § 5-194; C.G.S. § 5-200; C.G.S. § 5-201; C.G.S. § 5-240
Article 12 Job Security	Provides for appointment process and terms, nonrenewal of appointments	C.G.S. § 5-195; C.G.S. § 5-200 and DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-200b; C.G.S. § 5-202
Article 13 Compensation	Provides for faculty compensation system	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-208; C.G.S. § 5-209
Article 14 Faculty Compensation Distributions	Provides for faculty compensation system and calculations	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-208; C.G.S. § 5-209
Article 15 Parking	Provides University will continue to offer parking to professional employees	DAS Regulations § 5-141c-4
Article 16 Professional Development	Provides for professional development funds	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 10a-151c
Article 17 Multi-Year Appointments	Provides for appointment process and terms	C.G.S. § 5-195; C.G.S. § 5-200 and DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-200b; C.G.S. § 5-202
Article 18 FTE for Union Leadership	Provides release time to union representatives	C.G.S. § 31-105
Article 20 Faculty Assistance Programs	Provides faculty informed union may assist navigate process, and management	C.G.S. § 19a-12e; C.G.S. § 19a-14

	can share information about referral with union if they have a signed, written authorization from the faculty member.	
Article 21 Holiday Compensation	Provides up to 2 additional vacation days to faculty scheduled and required to work during State holiday.	C.G.S. § 5-254
Article 23 Faculty Family Medical Leave	Consistent with guidelines provides faculty members time off medical leaves and allows donations to fellow faculty with long-term illness	C.G.S. § 5-247; C.G.S. § 31-51qq
Article 24 Long-Term Disability Insurance	Provides that faculty shall be provided disability insurance.	C.G.S. § 5-160 through § 5-192x; C.G.S. § 5-200 and DAS Regulation § 5-200-1

ATTACHMENT C

UCONN
HEALTH

SUMMARY OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT HEALTH CENTER AND THE UNIVERSITY OF CONNECTICUT HEALTH CENTER CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

BACKGROUND:

The AAUP-UCHC is certified as the exclusive collective bargaining representative for the faculty at UConn Health. UConn Health and AAUP-UCHC are parties to a collective bargaining agreement, the most recent expiring on June 30, 2021. In anticipation of the expiration of that agreement, the UConn Health and the UConn-AAUP began bargaining a successor agreement in January 2021. As the parties had not reached a new agreement prior to expiration, in or about June 2021, the parties agreed to an extension agreement to continue key provisions of the contract operational until June 30, 2022 or legislative approval of a successor collective bargaining agreement.

In March 2022, the parties came to a tentative agreement at the bargaining table on a new contract between the UConn Health and AAUP-UCHC. The tentative agreement was ratified by the UConn-AAUP on March 29, 2022 and approved by the Board of Trustees on March 30, 2022.

The proposed three-year agreement contains important new provisions and language updates to address issues of concern between the parties. The agreed upon changes are focused on a fair contract with an emphasis on excellence and supporting continued professional development, greater transparency for new faculty, clarity in processes for administrative matters and leaves, as well as fair compensation with an emphasis on productivity. Additionally, the parties have committed to continue discussion of certain important issues regarding scheduling of block hospitalists. If approved by the legislature, the agreement between the UConn Health and the UConn-AAUP will take effect on July 1, 2021 and run through June 30, 2024.

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SUMMARY OF KEY CONTRACT TERMS

Economic Provisions

Article 13 (formerly 12) Compensation

In fiscal year (FY) 2022 there is a 4.5% compensation pool, consistent with the SEBAC agreement, which is retroactive to the first pay period in July 2021 and applicable to individuals who are in active service upon approval of the agreement.

In FY 2023 and FY 2024, there is a 4.5% compensation pool that is effective upon the first full pay period in July of each fiscal year.

One-Time Payment: Consistent with the SEBAC framework.

> As soon as possible following legislative approval of the agreement, full-time employees on the payroll on March 31, 2022 will receive a $2,500 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.
>
> Effective July 15, 2022, full-time employees will receive a $1,000 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.
>
> One-time payments to a bargaining unit member from all UConn Health and/or State of Connecticut employment cannot exceed the amount of the one-time payment for a full-time employee.

Article 14 (formerly 13) Faculty Compensation Distribution

The tentative agreement adjusts the distribution pool floor in each fiscal year as follows: 104.125% in FY 22, 102.225% in FY 23 and 102.7% in FY 24 reflecting the modification of the distribution between the Equity Adjusted General Wage Increase (EAGWI) and Faculty Merit Pool (FMP).

The distribution between EAGWI and FMP is modified from the current 75/25 division in the most recent collective bargaining agreement and is modified as follows:

FY 22 – 50/50
FY 23 - 60/40
FY 24 - 70/30

FY 22 recognizes the impact of the pandemic on clinical operations in certain clinical areas, e.g. elective surgery, and modified the productivity target time frame to October 2020 to March 2021 and applying those 6 months to the 12 month time period.

Provides for a portion of the merit pool to be set aside commensurate with the "average rate of error corrections" in order to address any need to make adjustments in the awarded increases.

Article 15 (formerly 14) Parking

Allows for an automatic increase in parking rates commensurate with percentage increase in the compensation pool, if any, in any year.

Article 16 (formerly 15) Professional Development

Clarified the current allocation of $500 in funds for professional development for Instructors and Assistant Professors for a period of 5 years or until promotion. Removed the restriction on the source of the funds and leaves it to the Dean and/or Department Chair and/or Center Director to identify available funds.

The tentative agreement creates a fund, accessible by faculty of $125,000 in FY 23 and FY 24. The cap on disbursement is $1,000 annually and requires them to access other funding sources that support professional development (e.g., individual enhancement accounts or grant funds) prior to applying to the CDME Professional Development Fund.

It requires prior approval, reserves 25% of the funds to junior faculty and unused funds lapse at the end of each fiscal year.

Article 18 (formerly 17) FTE for Union Leadership

Provides the Union the option to have the Union officers be provided release time for either .05 FTE or .10 FTE. The Union will continue to reimburse based on the FTE assigned. However, previously the Union release time could only be taken as .10 FTE.

Article 21 NEW Holiday Compensation

The tentative agreement provides for up to two (2) vacation days for employees who work any of the twelve state holidays. The employee receives a vacation day for each of the first two holidays worked and any additional holidays are not compensated.

Article 24 (formerly 23) Long Term Disability Insurance

Eliminates LTD coverage for employees who were hired prior to 2017 and who are participating in the State Employee Retirement System with more than 10 years of service. This will result in a cost savings.

Attachment A – Mapping Principles

Makes changes to the methodology, updates formulas and makes other conforming changes for purposes of calculating the EAGWI and FMP.

Non- Economic Provisions

Article 1 Recognition

Clarifies current positions that are excluded from the bargaining unit and eliminates positions that are no longer in existence (e.g., Executive Director of Correctional Managed Care).

Article 3 AAUP Rights and Security

Brings the Agreement in compliance with U.S. Supreme Court case law which prohibits the requirement to pay "agency fees" to the Union. Also, includes language to comply with new State law requiring time for the Union with newly hired employees.

Article 7 Discipline

Amends the language to clarify levels of discipline and the process for an employee facing discipline, including, who may make recommendations for discipline, the time frame for appeal and decision. Lastly, it makes clear that employees who have been notified of an investigation that may result in discipline have the right to request and have present a Union representative. The tentative agreement provides for UConn Health to notify the employee when an investigation is closed with no finding of wrongdoing within five business days.

Article 8 (NEW) Medical Staff Peer Review

Adds new article clarifying that faculty may be accompanied by a colleague advocate who is a member of the medical staff to a peer review meeting.

Article 9 (formerly 8) Contractual Grievance Procedure

Adds language to clarify that the parties follow the rules of the American Arbitration Association, except if the parties jointly agree to a different set of rules.

Article 12 (formerly 11) Job Security

Removes outdated language that expired with the prior collective bargaining agreement.

Article 17 (formerly 16) Multi-year Appointments

Requires UConn Health, in faculty appointment letters, to include information about the expectation of the amount of weekend on-call coverage.

It also provides for appointment and renewal letters to be transmitted electronically to the Union within two (2) weeks from their issuance.

Article 20 (NEW) Faculty Assistance Program

New language regarding the confidential HAVEN program for impaired health care practitioners that provides guidance to a faculty member that they may seek assistance or guidance from the Union, but before information is shared with the Union the practitioner has to authorize such release of information in a signed authorization.

Article 23 (NEW) Faculty Medical Leave

Informs faculty to refer to existing guidelines for the type and amount of leave available for an individual's own illness, birth, adoption or child-bonding leave and the process for requesting such leave.

It allows faculty members to donate leave time from their current annual vacation accruals to a faculty member who is absent for their own long-term illness and has exhausted all their paid leave time up to a maximum of ninety (90) days donated.

Article 26 (NEW) Savings Clause

Provides for remainder of the Agreement continue in effect in the instance of a court ruling invalidating certain provisions of the contract that may be ruled to be contrary to law.

Attachment F (NEW)

An MOA that provides for a meeting between the Union and management concerning a faculty member who is facing discipline to potentially have access to their email and research files under appropriate circumstances.

Attachment G (NEW)

Introduces the concept of a restorative approach to discipline by permitting the faculty member and/or his Union representative to advocate for a restorative alternative approach to traditional discipline at the pre-disciplinary meeting with their Director/Department Head prior to a recommendation on discipline.

Pronoun changes, updating dates, and other stylistic changes. Wherever pronouns or other out of date language appeared in the collective bargaining agreement the parties agreed to update language to reflect current conventions. References to outdated time frames, methods and/or technology have been updated or eliminated.

ATTACHMENT D

UNIVERSITY OF CONNECTICUT HEALTH CENTER
Fiscal Impact Statement of AAUP Contract Settlement SEBAC 2022 - All Funds
July 1, 2021 - June 30, 2024

FTEs = 597.60

		Fiscal Year 22		Fiscal Year 23		Fiscal Year 24	
		Cash	Annualized	Cash	Annualized	Cash	Annualized
Starting Base FTESalary		130,910,486	130,910,486	136,801,458	136,801,458	142,957,523	142,957,523
2-Jul-2021	Retro GWI 2.5%	3,021,011 (1)	3,272,762				
2-Jul-2021	Retro Non-step 2.0%	2,416,809 (1)	2,618,210				
31-Mar-2022	SEBAC Lump Sum	1,494,000					
	Total FY22	6,931,820	5,890,972				
1-Jul-2022	GWI 2.5%			3,288,497 (2)	3,420,036		
1-Jul-2022	Non-step 2.0%			2,630,797 (2)	2,736,029		
15-Jul-2022	SEBAC Lump Sum			597,600			
	Prof Dev Fund (a)			125,000			
	Total FY23			6,641,894	6,156,066		
14-Jul-2023	GWI 2.5%					3,299,020 (1)	3,573,938
14-Jul-2023	Non-step 2.0%					2,639,216 (1)	2,859,150
	Total FY24					5,938,236	6,433,089
Ending Base FTESalary		137,842,306	136,801,458	143,443,352	142,957,523	148,895,759	149,390,612
Percentage Increase		5.30%	4.50%	4.86%	4.50%	4.15%	4.50%

Total Annualized Cost	**18,480,126**
Average Annualized	4.50%
Average Cash	4.77%

(a) New fixed amount professional development fund of $125k/yr beginning in FY23.

(1) 24 paycycles
(2) 25 paycycles

UCONN
HEALTH

April 1, 2022

Michael Jefferson
Clerk of the Senate
State Capitol, Room 305
210 Capitol Avenue
Hartford, CT 06115

RE: Collective Bargaining Agreement between the University of Connecticut Health Center Board of Directors and the University Health Professionals Local 3837 AFT/AFT-CT/AFL-CIO

Dear Mr. Jortner:

In accordance with Conn. Gen Stat. § 5-278(b), the University of Connecticut Health Center ("UConn Health") submits to the Legislature a proposed collective bargaining agreement with the University Health Professionals Local 3837 AFT/AFT-CT/AFL-CIO ("UHP").

The agreement was ratified by UHP members on March 25, 2022 and approved by the University's Board of Directors on March 30, 2022.

Enclosed please find an original and five (5) copies of the fully executed collective bargaining agreement (Attachment A); an index of collective bargaining agreement provisions that will supersede contrary statutes or regulations (Attachment B); a summary of key provisions in the agreement (Attachment C); and the fiscal impact statement detailing the costs associated with implementation of the agreement (Attachment D).

If approved, the collective bargaining agreement will be in effect from July 1, 2021 through June 30, 2025.

We respectfully request favorable consideration of the agreement. We would be pleased to present testimony in support of the agreement at your pleasure.

Sincerely,

Karen K. Buffkin
Executive Director of Employee Relations

Enclosures

Human Resources
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cc: Radenka Maric, Interim President, UConn
Bruce T. Liang, M.D., FACC, Interim Chief Executive Officer, UConn Health
Executive Vice President for Health Affairs, Dean, School of Medicine
Jeffrey Geoghegan, Chief Financial Officer
Lakeesha Brown, Associate Vice President, Human Resources
Jeffrey Beckham, Interim Secretary, OPM
Paul Potamianos, Executive Budget Officer, OPM
Sandra Fae Brown-Brewton, Undersecretary for Labor Relations, OPM
William Garrity, President, University Health Professionals
Local 3837 AFT/AFT-CT/AFL-CIO

UCONN
HEALTH

April 1, 2022

Mr. Frederick J. Jortner
Clerk of the House
State Capitol, Suite 109
210 Capitol Avenue
Hartford, CT 06106

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William Garrity, President, University Health Professionals
Local 3837 AFT/AFT-CT/AFL-CIO

ATTACHMENT A

CONTRACT

Between

UCONN HEALTH

and

UNIVERSITY HEALTH PROFESSIONALS
LOCAL 3837 AFT/AFT-CT/AFL-CIO

July 1, 2021- June 30, 2025

Article 1
RECOGNITION

1.1 The State of Connecticut through the Board of Trustees for UConn Health, Farmington, (hereinafter known as the Employer) recognizes the American Federation of Teachers, AFL-CIO, (hereinafter known as the Union) as the sole and exclusive bargaining agent for the purposes of establishing salaries, hours and other conditions of employment for the professional employees on the regular payroll in the bargaining unit which excludes per diem employees, University Hospital Resident Physicians and Dentists, Graduate Assistants, Faculty, and Managerial/Confidential Exclusions as defined in C.G.S. 5270.

1.2 The Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270 to exclude additional positions which are or which may become managerial during the life of this contract. Such exclusions shall be made in accordance with the process delineated in the Memorandum of Agreement regarding management exclusions.

1.3 The Department of Human Resources shall send to the Union every six months a list of all individuals and their titles who are managerial or confidential exclusions.

1.4 Whenever in this Agreement eligibility for a benefit is premised on an employee's having an assignment authorization of fifty (50) percent or more (such as but not necessarily limited to personal leave, tuition waiver, payment for jury duty, disability insurance):

a. The employee must actually be paid the percentage of time specified in the assignment authorization.

b. The assignment authorization must be in effect for sixty (60) days. Therefore, an employee whose assignment

authorization is increased from below fifty (50) percent to fifty (50) percent or more shall not be eligible for the benefit until the assignment authorization has been in effect for sixty (60) days; an employee whose assignment authorization is decreased, shall not have such benefits reduced or eliminated until the reduction has been in effect for sixty (60) days. In the case of benefits which coincide with the calendar month, the change shall take place on the first of the month which follows a period of 60 days or a major portion thereof.

The above does not apply to vacation, sick leave and seniority. Sick leave and vacation shall continue to be prorated as specified in the Agreement. Seniority shall continue to be prorated based on assignment authorization percentage.

An employee's previously accrued leave shall not be increased or decreased as a result of a change in assignment authorization; however, eligibility for leave and/or the rate of accrual shall be modified as provided in Section 1.4.

With respect to personal leave:

1. An employee shall lose personal leave time accrued upon a decrease of assignment authorization to below fifty (50) percent.

2. An employee whose assignment authorization is increased to fifty (50) percent or more shall receive pro rata personal leave.

Article 2
CHECK-OFF

2.1

a. Employees who join the Union shall pay dues and initiation fees (if applicable) in accordance with the terms of this Article.

b. UConn Health may deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fund-raising drives sponsored by UConn Health.

2.2 The Employer shall deduct from the biweekly wages Union dues and initiation fee, as established by the Union. Such deductions will begin no later than the first pay period following the Union's notification to UConn Health that the employee has become a member. The initiation fee shall be paid in five (5) consecutive biweekly installments. The Employer shall continue to deduct dues from each member that has authorized such deductions until the Union notifies UConn Health to stop deducting such dues.

2.3 Should an employee's FTE status change, the amount of Union dues shall change accordingly.

2.4 The amount of dues deducted under this Article shall be remitted to the Union as soon as practicable after the payroll period in which the list of employees for whom any such deduction is made. Each month the Employer shall give to the Union a list of employees who have paid dues for that month.

2.5 No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall deduction be made from subsequent payrolls to cover the period in question.

2.6 The Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of union dues, provided any such payroll deduction has been approved by the Employer in advance.

2.7 The Employer agrees to furnish the Union each month with the names of newly hired employees.

a. Reports and computer runs developed specifically for the Union will be furnished at the going rate.

2.8 Union dues shall not be deducted for any other employee organization.

2.9 The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 3
NONDISCRIMINATION

3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex (including pregnancy), marital status, race, ethnicity, ancestry, color, religious creed, national origin, sexual orientation, transgender status, gender identity or expression, genetic information, veteran status, political belief, political affiliation, physical disability or intellectual disability unrelated to job performance, past or present history of mental disability or learning disability, or membership or participation in any employee organization, or any other characteristic protected by law.

3.2 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

3.3 Section 3.1 is a statement of intent and as such is grievable only under the non-contractual grievance procedure.

3.4 The employer will have the right and duty to take all actions necessary to comply with the provision of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. (ADA). Upon request the employer will meet and discuss specific concerns identified with the Union; however, this shall not delay any actions taken to comply with the ADA.

Article 4
BOARD PREROGATIVES

4.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct operations of UConn Health in all aspects. The Board shall make rules for the government of UConn Health including, but not limited to, all patient care activities, those concerning the admission of students, the setting of fees for tuition and refund of tuition, the establishment of schools, colleges, divisions and departments, and the expenditure of funds within the amounts available.

4.2 The ability to determine, to make rules for, or to approve such things as patient care activities, the care, maintenance, and operation of buildings, land, apparatus, and other property used for school programs and courses; staffing requirements; the calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff; standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members for lack of work or other legitimate reason, to determine whether the whole or any part of the operation shall continue, to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies for the operation of UConn Health shall be under the sole jurisdiction of the Board of Trustees.

4.3 These rights, responsibilities and prerogatives are not subject to delegation in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this Agreement shall be subject to the grievance provisions of this contract.

Article 5
UNION RIGHTS

5.1 Bulletin Boards. The Employer agrees to provide bulletin boards for the sole and exclusive use of the Union in accordance with the terms described herein (Section 5.1). These bulletin boards shall be placed in mutually agreed upon areas where UHP members would normally be expected to frequent. UConn Health will add a bulletin board to any building owned by UConn Health where 50 or more UHP members work.

5.2 Internal Mail System. The Employer agrees to allow the Union to use the mail system at the current rate for the internal delivery of mail with the stipulation that a disclaimer regarding authorship and funding appears on all materials.

5.3 Union Access to Premises.

a. Up to three (3) designated Union staff representatives shall be permitted to enter the facility at any reasonable time for the purpose of discussing, processing or investigating grievances provided that they give notice of their presence to either the supervisor or, if the employee is not available, to the next higher level of supervision or to the department head.

b. The Union will insure that such visits shall take place when the employee is otherwise free from duty and that it does not interfere with the mission of UConn Health.

c. No recruiting of members, collecting of dues or other Union activities shall be conducted during normal work hours.

d. The AFT will furnish the Administration with a written list of all officers, staff representatives, Union representatives and stewards annually, and will notify the Department of Human Resources when changes occur.

e. Once at UConn Health, all staff representatives must contact the Department of Human Resources and list the departments and work areas they intend to visit that day. If the meeting has been set up with management or if the meeting is held outside of work time in a non-work area, the Department of Human Resources need not be contacted.

5.4 Meeting Rooms. The Employer agrees to make available meeting rooms at the request of the Union, contingent upon availability and subject to prior scheduling. For partisan political activity, the Union will pay the going rate for use of the meeting rooms.

5.5 Information. The AFT and the Employer shall exchange information needed for collective bargaining and the agenda and minutes of all open meetings of the Board and the Union.

Article 6
GRIEVANCE PROCEDURE

6.1 Definitions.

a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or

provision(s) of this Agreement or of those conditions of employment which are specified in the contract.

b. A non-contractual grievance shall be a dispute concerning the practices and policies of UConn Health.

c. A Grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required, by either party to this Agreement to testify at all levels of the grievance procedure.

d. Immediate supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the Grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter.

e. As used in this Article, "weekday" shall mean Monday through Friday, exclusive of the holidays listed in Section 8.1.

6.2 Informal Stage. The purpose of the grievance procedure is to secure, at the appropriate administrative level, solutions to any contractual or non-contractual problems which may arise. The parties to this Agreement shall attempt to resolve problems informally to minimize the filing of formal grievances. Nothing herein shall be construed as limiting the right of any employee having a problem to discuss the matter informally with appropriate Union grievance representatives. Nothing in this article curbs the right of UConn Health Administration to meet with members of the unit to discuss informally such matters pertaining to a problem as the Administration desires.

6.3 Step One: Immediate Supervisor. The Grievant and a representative of the Union (if the Grievant so

desires) shall within thirty (30) weekdays of the event or the knowledge of the event giving rise to the grievance, submit said grievance in writing to the immediate supervisor. The immediate supervisor shall respond in writing within twenty (20) weekdays of the submission.

6.4 Step Two: Executive Vice President Level. If the grievance has not been resolved to the satisfaction of the Grievant or the Union it shall within ten (10) weekdays of the receipt of the decision at Step One, submit the grievance in writing to the Executive Vice President with simultaneous copy to Labor Relations. The Executive Vice President or designee shall within ten (10) weekdays of the receipt of the grievance meet with the Grievant and the Union representative. Within twenty (20) weekdays of the submission of the grievance at this level (Step Two) the Executive Vice President or designee shall respond in writing.

6.5 Step Three: Arbitration.

a. If the grievance is not resolved to the satisfaction of the Union, within twenty (20) weekdays of the receipt of the decision at Step Two, the Union may submit - with notice to the Executive Vice President with simultaneous copy to Labor Relations - the grievance to the American Arbitration Association for resolution in accordance with their then current rules.

b. Further, to qualify for arbitration, the grievance must meet the definition of a contractual grievance (6.1a) and must cite the specific article(s) of the contract involved.

6.6 Authority of the Arbitrator.

a. The arbitrator shall hear and decide only one grievance in each case.

b. The arbitrator shall neither add to, subtract from, modify or alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted.

c. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

d. The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

6.7 General Provisions.

a. Any grievance not presented in writing within thirty (30) weekdays of the occurrence or the knowledge of the occurrence of the conditions giving rise thereto, shall not thereafter be considered a grievance under this procedure.

b. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.

c. Failure by the Employer to respond to the grievance and the Union within the time limits specified at any step allows progression to the next step.

d. Meetings held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be

defined as aggrieved employees, their Union representative(s) and qualified witnesses.

e. At least one meeting shall be held with the immediate supervisor and the Union (and the grievant if the grievant so desires) at the informal stage and/or at Step One of the grievance procedure.

f. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose unless agreed to by the parties.

g. Non-contractual grievances terminate with the Executive Vice President or designee as the final step and are not subject to arbitration.

h. The filing of a notice to proceed to arbitration shall constitute a waiver of rights to judicial review by either party, except where prohibited by law.

i. All time limits above may be extended by mutual agreement of the parties.

j. Non-renewal of an employee with an ending date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding for the employee's position is not subject to either the contractual or non-contractual grievance procedure provided the employee is informed of the terms of their employment in writing at the time of employment.

k. Participants in the grievance procedure shall be protected under the provisions of Connecticut State Statute 5-271.

Article 7
RESOLUTION OF DIFFERENCES
(NO STRIKE)

7.1 The Board and the Union agree that any and all differences or disputes between the parties shall be settled by peaceful and rational means.

7.2 Neither the Union nor any employee shall engage in, instigate, condone or support a strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with the mission of UConn Health.

7.3 The Union shall make every effort to prevent or terminate any violation of this article.

7.4 The Board of Trustees reserves the right to discipline employees for breach of the No-Strike article.

Article 8
HOLIDAYS

8.1 The following days are designated as legal holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

8.2 Holiday Observance.

a. For pay purposes the holiday is the day designated by the Governor as the observed day. Each full-time employee in this bargaining unit shall be granted time off with pay for any legal holiday. Pass days are days in lieu of a Saturday or Sunday. When a holiday falls on an employee's pass day, the employee will receive an equivalent day off in lieu of a paid holiday.

Notwithstanding the above, in continuous operations, New Year's Day, Independence Day, and Christmas Day shall be celebrated on January 1, July 4, and December 25 respectively, even if these holidays fall on Saturday or Sunday. "Continuous operations" is defined as an area and/or job title where work is performed seven (7) days per week.

b.

1. Tier I: Part-time employees in the bargaining unit will receive pay for the number of hours they would normally be scheduled to work on the day the holiday is observed.

2. Tier II: Part-time employees in the bargaining unit shall receive holiday benefits based on percent employed as indicated on their assignment authorization in the same manner as full-time bargaining unit members.

c. A holiday occurring when an eligible employee is on sick leave or vacation leave shall be counted as a holiday and not charged to sick or vacation leave.

8.3 Holiday Scheduling.

a. When in the judgment of the supervisor workloads permit, employees will be given two (2) of these three (3) major holidays duty free: Thanksgiving, Christmas, and New Year's Day.

8.4 Compensation for Working a Holiday.

a. If an employee is scheduled by their supervisor to work on a holiday, the employee shall be granted a day off in lieu thereof. In addition, any Tier I employee required to work on a major holiday shall accrue compensatory time at time and one half for all hours worked.

b. Tier II** employees shall receive time and one-half for working any of the six (6) major holidays*** in addition to a compensatory day off. At the employee's request the employee shall be granted pay in lieu of compensatory time for all holidays. For the evening shift only, any Tier II employee who is required to work on Christmas Eve or New Year's Eve shall be paid time and one half.

c. Tier II employees who are "called back" to work on non-major holidays will be paid overtime at time and one-half for the hours worked in lieu of compensatory time.

8.5 Compensatory Time.

a. Compensatory time shall be taken at the employee's discretion, subject to the approval of the supervisor.

b. Employees must be permitted use of their compensatory time at a mutually agreeable time within the following schedule, or at the end of a grant, whichever is sooner: Time earned between April 1st and September 30th must be used by the following March 31st; time earned between October 1st and March 31st must be used by September 30th.

c. At the discretion of UConn Health Administration, Tier I* employees may receive payment in lieu of compensatory time. An employee leaving the employ of UConn Health shall receive the time or be granted a lump sum payment for unused compensatory time.

d. At the employee's request, Tier II employees shall be granted pay in lieu of compensatory time for all holidays.

If the parties are unable to agree upon a time for the compensatory day to be scheduled (as in the above schedule), the compensatory time shall be paid.

e. Employees may request to be paid for any amount of accrued compensatory time twice per year. Requests must be submitted to the appropriate manager by January 15th and July 15th and to Human Resources by February 1st and August 1st and payment will be made the first payroll date in March and September. Requests for payout of compensatory time under this section cannot be denied.

* Tier I means employees who do <u>not</u> keep hourly time card records.

** Tier II means employees who keep hourly time card records.

*** Major holidays are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Article 9
TRANSFERS

9.1 A transfer shall be defined as a non-temporary movement of an employee from one position to a different position which is new or vacant.

9.2 Employees desiring to transfer to other jobs for which they are qualified may submit an application in writing to the

Department of Human Resources. Such applications will be forwarded to the appropriate supervisor for consideration. In general no application for an employee transfer will be accepted unless the employee has completed a minimum of six (6) months in their current position.

9.3 Prior to making an involuntary transfer, the employer shall identify the employees whom it deems eligible for consideration for transfer and then shall seek volunteers from among those employees. The employer reserves the right to select from among the volunteers and, if there are no volunteers, to select the employee who will be transferred.

An employee shall be given two (2) weeks notice of an involuntary transfer.

Article 10
VACANCIES

10.1

a. Whenever a vacancy exists in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted by the Department of Human Resources on its website. The posting shall include qualifications required, and the ending date for applications. Members of the bargaining unit shall be given the opportunity to apply for the posted position for a minimum of 7 days. This posting may also be simultaneously subject to external recruiting efforts. At the end of the application period UConn Health shall give preference in filling the vacancy to internal applicants whose qualifications and experience are equal or superior to external applicants for the position. Internal applicants who wish to be interviewed for a position and who meet the minimum qualifications posted for the position shall be interviewed. Minimum qualifications includes all special qualifications posted for the position. An employee or laid-off individual who applies for a position must be

willing to work the hours of the position regardless of the previous work schedule.

b. This provision is intended to allow new faculty to bring their existing staff in Research job titles to UConn Health. The positions used to staff any extramural grant or contract (with the exception of Research Assistants 1) being transferred to UConn Health will not be considered vacancies under Article 10. In addition, such positions will not be subject to the provisions of Article 20, Section 20.6, unless an employee on recall (at the time the written offer of employment is made to the faculty member) meets the minimum qualifications for the position and any special qualifications in the job posting. Contractual posting requirements and the probationary period for these positions will be waived automatically. If a person on recall accepts the position offer (at the time the written offer of employment is made to the faculty member) they will still be considered on recall until the faculty member is employed by UConn Health. Employees on recall who turn down an offer under this Section will not have their refusal count as a waiver under the recall provisions.

10.2

An employee who is placed in a higher classification or promoted to a higher classification shall be placed on the step in the new salary grade which gives the employee an increase at least equal to the dollar amount of the difference between the first two steps in the new grade. New hires shall not be brought in at a higher step than employees already in that job title unless their experience specific to the posted job is greater than incumbents in that position. Employees hired into vacancies at the same salary grade or lower shall be placed on the step closest to their current salary without being more.

No employee shall be hired for less than the minimum salary in the appropriate pay grade for the classification.

10.3

a. The Nurse manager on each unit will post the vacancy and/or shift change.

b. Each vacancy and/or shift change will be dated and posted in the unit until the position/shift is filled.

c. Notice of the vacancy will be sent to Human Resources for posting in the bulletin.

Article 11
SICK LEAVE

11.1 Sick Leave

a. Each full-time employee shall accrue sick leave credit at the rate of one and one quarter (1 1/4) days for each completed calendar month of continuous full-time service.

b. Part-time Tier II employees shall accrue sick leave at the rate of .058 hours per each regular hour paid to a maximum of one hundred and twenty (120) hours per year. Part-time Tier I employees shall accrue sick leave according to their percentage of time employed as indicated on their current assignment authorization.

c. The Employer shall require proof of illness on a prescribed medical certificate form from the employee's treating physician when sick leave of five (5) consecutive scheduled work days or more is taken. The Employer also may require proof of illness on a prescribed medical certificate form from the employee's treating physician in all cases of suspected abuse.

An employee may provide the medical certificate directly to the Department of Human Resources and confidentiality shall be maintained. UConn

Health shall not discuss an employee with her/his physician(s) without prior permission of the employee. This provision shall not affect the current practices in workers' compensation.

d. Each employee who retires under Chapter 66 of the Connecticut General Statutes or who dies shall be compensated effective as of the date of retirement at a rate of one quarter (1/4) of the employee's daily salary for each day of sick leave accrued to a credit up to a maximum payment equivalent to sixty (60) days of pay.

e. There shall be no maximum to the amount of sick leave that may be accumulated.

f. UConn Health shall grant sick leave to an eligible employee who is incapacitated for duty.

An eligible employee also shall be granted sick leave:

1. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours provided the employee provides three business days' notice when possible;

2. in the event of death in the immediate family when as many as three working days leave with pay shall be granted. Immediate family for purposes of this subsection (f.2) only means spouse, parent, step-parent, sibling, step-sibling, grandparent, child, step-child, grandchild, and step-grandchild and also any relative or partner who is domiciled in the employee's household;

3. in the event of illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five days of sick leave per calendar year shall be granted therefor; Immediate family means spouse, parent, sibling, grandparent (maternal or paternal only) or child, and also any relative who is domiciled in the employee's household;

4. for bereavement of persons other than members of the immediate family when permission is requested and approved in advance by their supervisor and provided that not more than three days of sick leave per calendar year shall be granted, therefor.

g. UConn Health shall continue its practice of allowing employees to donate accrued vacation and/or compensatory time to the sick leave account of a fellow bargaining unit employee who is absent due to a long-term illness or injury, subject to the following:

1. The absent employee must have a minimum of one (1) year of service.

2. The absent employee must have exhausted all of their accrued paid time and otherwise be on leave without pay status.

3. A request to donate vacation and/or compensatory time may be initiated by the Union or employee(s).

4. The request shall be submitted to the Department of Human Resources, and shall include a current medical certificate on the form prescribed by UConn Health.

5. Donations must be a minimum of four (4) hours.

6. Donations will be applied to the absent employee's sick leave account as needed each pay period, by consultation between the Department of Human Resources and the employee or Union representative coordinating the donations. Donations and transfers of days shall not exceed the number of days needed to prevent the absent employee from being on leave without pay, and shall not extend

beyond the commencement of long-term disability benefits described in Section 21.2b.

h. Sick Leave Accrual. No sick leave shall accrue for either a Tier I or Tier II employee for any bi-weekly pay period in which the employee is absent without pay for three (3) working days.

11.2 Disability Leave.

a. An employee who becomes disabled (including maternity disability) shall be granted a medical leave of absence with position held while on State or Federal Family and Medical Leave, SEBAC Supplemental Leave or State Pregnancy Disability Act, as eligible. Such leave shall require exhaustion of sick, vacation, personal and compensatory time prior to going unpaid. Following the exhaustion of all paid leave and all Federal/State entitlements, UHP unpaid leave with position held may be granted for the remainder of the one-year period following the commencement of leave, if applicable. Position held status shall not exceed Federal, State and SEBAC entitlements, one year, or the exhaustion of all paid leave, whichever comes later.

UHP unpaid leave with position held is not available to employees in their original working test period.

b. While on approved medical leave, medical and life insurance shall continue as is, with UConn Health paying its portion and the employee paying their portion of the coverage, if applicable.

c. The above benefits are in addition to the benefits provided by the disability insurance policy covering eligible employees in accordance with Article 21.1.b. Disability payments shall not be made concurrently while an employee is on paid medical leave of absence.

Additional details concerning this program are found on the Department of Human Resources website. Eligible employees, in accordance with Article 21.1.b, that are 50% or greater are covered under the long-term disability plan as provided to UConn Health professionals.

**For Research Assistants or Associates, the leave of absence, both paid and unpaid, shall be with position held or to an equivalent position with equivalent pay.

11.3 Bonding Leave Other Than Disability.

a. Employees eligible for Federal FMLA or State FMLA and/or SEBAC supplemental leave may request bonding leave and shall be required to use all accrued leave as applicable.

b. Employees who have completed their initial probationary period shall be granted a personal leave with position held ** following the exhaustion of all other leave entitlements.

c. The length of all paid and unpaid leave pertaining to the birth of a child (medical and bonding) shall not exceed twelve (12) months in a two-year period, or the end-date of the appointment, whichever is sooner.

d. Leave under this section shall run concurrently with any leave provided pursuant to Section 12.5.

e. All requests for leave under this section must be submitted in writing to the Department of Human Resources. Except in cases of emergency, the request for leave must be submitted one (1) month in advance of the anticipated date of leave. In all cases of leave with position held, the employee must affirm their intent to return to employment at UConn Health. The statement of intent to return shall normally be submitted with the

request for leave, but shall be submitted no later than the start of a family leave or non-disability leave without pay.

** For Research Assistants or Associates, the leave of absence, both paid and unpaid, shall be with position held or to an equivalent position with equivalent pay.

11.4 Use of Sick Time on Extra Shifts. Tier II part time employees who have booked shifts beyond their assignment authorization, shall be able to use sick leave as per this article on extra shifts, provided that no more than two sick time occurrences are used in a calendar year. A booked shift is any vacant shift that is on the schedule and is filled by management. Employees whose assignment authorization is less than fifty (50) percent shall not be eligible to use sick leave for extra shifts.

Article 12
LEAVES

12.1 Personal Leave.

a. Each employee in the bargaining unit shall be entitled to three (3) personal leave days per year. Such leave may be taken for any reason. Employees are encouraged to give as much advance notice as possible. Personal leave is not accrued nor paid out upon separation from employment.

b. For all JDH or UMG employees in clinical and ancillary areas, personal leave time may not be taken for either part or the entirety of the employee's shift immediately preceding a major holiday, on the major holiday, or the shift immediately following a major holiday, except in the case of a bona fide emergency that is documented. In instances of a full or partial Department closure on the day before a major holiday, on a major holiday, or on the day after a major holiday, management may authorize the use of personal leave for either a full or partial day. In the instance of a full department closure, all employees in the department shall have the right to use a personal day. In the

instance of a partial closure, leave will be granted by seniority on a rotational basis.

c. Part-time employees whose assignment authorizations are at least fifty (50) percent will receive a prorated share of personal leave according to their percentage of employment as indicated on their assignment authorization.

d. For the life of the Contract, the three (3) personal leave days shall be granted on the first day of the first full pay period of the month of the employee's birth. A complete list of the dates of the first days of the first full pay periods of each month covered by this Contract is on pages 109-110.

e. New employees receive three (3) personal leave days, or their prorated share, upon hire. Personal leave time will also be pro-rated upon hire to the employee's birth month.

f. Each employee who works in JDH, UMG, Dental Clinics, University Dentists, or Creative Child Center, who does not use all of the personal leave days (such days are prorated for part-time staff) granted to them per year, shall receive compensation for each personal leave day not used on a one-for-one basis, except as noted in 12.1.a of this Article. Compensation shall be at the employee's regular pay rate. This Section shall not apply to employees who are funded under extramural grants or contracts.

12.2 Release Time for Union Business.

a. The Employer shall grant release time totaling thirteen hundred and fifty (1,350) hours per year in the aggregate to bargaining agent representatives designated by the Union in accordance with Article 12.2(b,c,d) below.

b. The Associate Vice President for Human Resources in charge of collective bargaining shall be advised of individual(s) so designated.

c. Release time shall be utilized in a manner which is least disruptive to the individual's professional responsibilities and UConn Health's operation.

d. Except in unusual cases beyond the Union's control, the Union shall inform the Associate Vice President for Human Resources in charge of collective bargaining or designee in writing at least ten (10) calendar days prior to the day of release (with a carbon copy to the immediate supervisor of the unit). The written notice shall state the following:

1. the name of the employee to be released;
2. the name of the first supervisor outside the bargaining unit responsible for the employee;
3. the telephone number of the supervisor;
4. the date and time of the requested release time;
5. the number of hours to be charged to release time.

The ten (10) calendar days notification may be waived with the approval of the first level supervisor out of the bargaining unit.

e. Union Leave. (This section does not apply to persons funded from Grants or Contracts). Effective July 1, 1988, one employee elected or appointed to a full-time or part-time office with the Union shall be granted a paid leave of absence with position held not to exceed two years. The Union shall reimburse UConn Health for the salary and fringe benefits of the employee. During such leave the employee shall maintain all accrued vacation and sick leave. In order to return to the employee's position, nine (9) weeks prior to the expiration of the leave the employee granted Union leave must notify UConn Health of the employee's intention to return. After the election of officers, the Union President shall notify UConn Health on or after July 1 of each year of the individual who will be placed on this leave.

f. Up to two (2) employees elected or appointed to a full-time or part-time position with the Union shall be granted a paid leave of absence during any one (1) year. Such employee shall have the right to return to the same or comparable position previously held, if open. If no such position is open, the employee(s) will be considered laid off, with all rights other than bumping. In order to claim this right of return, nine (9) weeks prior to the expiration of the leave the employee granted Union leave must notify UConn Health of the employee's intention to return. The Union shall reimburse UConn Health for the salary and fringe benefits of the employee on a quarterly basis in advance. During such leave the employee shall maintain all accrued vacation and sick leave. The Union President shall notify UConn Health by July 1 of each year of the individuals who will be placed on this leave.

g. The combination of employees on leave at any one time under the provisions of 12.2e and 12.2f above shall not exceed three individuals.

12.3 Attendance at Conventions. During the contract year, a total of nine (9) delegate days shall be permitted the Union for attendance at State and/or national AFT and AFL-CIO conventions and/or seminars. With the permission of the supervisor and adequate notification in advance, three (3) additional days without pay may be taken.

12.4 Educational Leave.

a. Non-degree. Paid or unpaid educational leave to attend conferences, seminars, or workshops may be granted by the Executive Vice-President or their designee, or the Hospital Director as appropriate, for purposes of professional growth and development. Such leave shall be related to the employee's duties and be of perceived value to the Employer.

b. Degree. Leave of absence without pay may be granted by the President for reasons considered to be in the best

interest of the University and in the interest of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leaves should apply through their department head and dean to the Executive Vice-President.

12.5 Parental/Adoption Leave.

a. Upon the birth or adoption of a child, unpaid leave of absence (position not held) up to one (1) year may be granted either parent requesting it. (This leave may run co-terminus with maternity and/or sick leave.)

b. Upon sixty (60) days notice, an employee on leave under (the terms of) 12.5a shall be returned to the employee's vacated position if it is available.

c. Provided the supervisor receives a written request at least thirty (30) days in advance, the father or the adoptive parent shall be entitled to receive unpaid leave (position held) for sixty (60) days.

d. Up to three (3) 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. This leave shall be co-terminus with any leave granted pursuant to this section or Section 11.2a.

12.6 Military Leave. Any employee who is a member of a reserve force of the United States or the National Guard of any state shall be granted a maximum of three (3) weeks paid leave of absence in each calendar year for the purposes of attending annual field training or active duty for training.

12.7 Jury Duty or Court Appearances. Each employee whose assignment authorization is at least fifty (50)

percent who is accepted as a juror or required to appear in court for reasons resulting from the employee's UConn Health employment shall be granted leave for such purposes at no loss of pay or charge to any other leave, provided that:

a. The employee notifies the appropriate department head within two (2) days of receiving notification to serve as juror or to appear in court; and

b. The employee turns the jury pay over to UConn Health.

c. For the day and evening shifts, if jury duty is cancelled, the employee shall report to work at their next regularly scheduled shift.

The current practice regarding jury duty or court appearances will continue for employees who work the night shift. The employees will continue to provide the appropriate Department head with notice of jury duty. Management will continue to schedule around the employee's jury duty. If the jury duty is cancelled, the employee will have the choice of using vacation time, personal time, compensatory time, or unpaid leave.

12.8 An employee on paid leave shall have their benefits maintained by the Employer.

12.9 An employee on unpaid leave shall have the opportunity to continue their insurance benefits at their own expense in accordance with the terms of the policies under which the employee is covered.

12.10 In lieu of posting a position or using special payroll, a department may temporarily increase the FTE of its employees to cover the absence of a department employee who is out on medical leave, workers compensation, etc. Said increase shall be offered to all employees who can perform the needed

duties and be awarded in an equitable manner, i.e. considering the skills needed, shift/schedule needed, and seniority, in that order. Said temporary assignment is voluntary, can only last for the duration of the leave, and cannot be made permanent without following the normal posting procedures. Prior to making this temporary increase the Union shall be notified.

Article 13
VACATION LEAVE

13.1

a. Tier I Employees Who Do Not Keep Hourly Time Card Records.

Each full-time Tier I employee shall accrue .843 vacation days credit for each complete pay period of continuous full-time service, for an average of twenty-two (22) days per year.

b. Tier II Employees Who Keep Hourly Time Card Records.

Each full-time Tier II employee shall accrue 4.6 hours of vacation credit for each complete pay period of continuous fulltime service, for an average of fifteen (15) days per year. Each full-time Tier II employee who has completed fifteen (15) years of service shall be entitled to accrue 6.13 hours of vacation credit for each complete pay period of continuous full-time service.

c. Part-time Tier II employees shall accrue vacation leave at the rate of .058 hours for each regular hour paid to a maximum of one hundred and twenty (120) hours per year.

Part-time Tier I employees will receive a pro-rated share of vacation leave according to their percentage of time employed as indicated on their assignment authorization.

All part-timers shall be entitled to have their accrual of vacation increase at the same rate as full timers with years of service for this benefit not prorated.

d. No vacation leave shall accrue for either a Tier I or a Tier II employee for any bi-weekly pay period in which the employee is absent without pay for two (2) working days.

e. After the waiting list referenced in Sec. F below is satisfied, employees shall submit written, dated requests for vacation to which the supervisor shall respond in writing within one week. Except for emergencies, requests which have been approved shall be honored. In the event that more employees request the same vacation than can reasonably be spared for operating reasons, vacation time off will be granted on the basis of seniority. This section shall not apply where the less senior employee has already submitted and had such employee's vacation schedule approved. A grant shall be considered a department for the purpose of this article. Seniority for the purposes of this Article shall be in accordance with Article 27.

f. Vacation Scheduling. Notwithstanding any language in this Article to the contrary, the parties agree that work units covered under 12.1.e (JDH, UMG, Dental Clinics, University Dentists, and Creative Child Center) and not covered by a separate agreement (e.g. Creative Child Center, Laboratory Medicine, Neonatal Intensive Care Unit Radiology and University Postdoctoral Fellows) will schedule vacations in accordance with the following:

1. Supervisors will post schedules for Major Holidays by September 1st for the following year. Major Holiday assignments will be rotated among employees each year. The holiday schedule takes precedence over the vacation schedule.

2. To assist in the scheduling of vacation time, employees may submit vacation requests between September 1 and

September 15 of each year. Employees may request time for the period of January 1 through December 31 of the next year. Requests will be granted in seniority order, giving precedence to those requesting a full workweek. Part timers requesting their entire workweek off meet this requirement. The vacation schedule will be posted on September 30.

Workweek is defined as starting on a weekend.

a. For non-24/7 areas the workweek is Saturday through Friday.
b. For 24/7 areas, the workweek is Saturday 12:01 am to Friday 11:59 pm.
c. For units with twelve hour shifts the workweek is Friday at 7:00 pm through Friday at 6:59 pm.
d. For units with twelve hour shifts on the weekend that have a pattern of every third weekend, the workweek is defined as Saturday at 7:00 am through Saturday at 6:59 am.

3. Employees submitting requests during the posting time may request up to two weeks of vacation. Employees are limited to requesting one week of Holiday time during this posting period. Holiday time is defined as the weeks including Thanksgiving, Christmas, and New Year's Day; and will be assigned based on a rotating seniority list each year.

4. Each request for a full workweek will be considered a separate request.

5. Employees whose requests cannot be granted in accordance with paragraphs 2 or 3 will be placed on a waiting list and considered in order of seniority. The waiting list will be posted on September 30.

6. Seniority shall be determined as of August 15 each year in accordance with Article 27. When tiebreaking may be

required, the lowest State employee number will be considered senior for the first vacation cycle. For subsequent cycles, seniority shall rotate by number among those tied.

7. New vacation leave requests will not be accepted earlier than October 1 for the following calendar year and will be handled in accordance with Article 13.1.e after the waiting list is satisfied. This includes all unclaimed Holiday time.

    a. For new vacation requests submitted on October 1 or after, each day will be considered a separate 24-hour request period of 12:00 am to 11:59 pm.
    b. All requests for vacation time off submitted within the same twenty-four (24)-hour request period will be considered in order of seniority. For example, if a less senior nurse submits a request on October 2 at 10:00 am and then a more senior nurse submits a request the same day at 2:00 pm, the more senior nurse will get preference since the requests came within the same twenty-four (24)-hour request period. These nurses will both have preference over any requests that come in on October 3 or later.
    c. The Supervisor may not approve or deny any requests submitted sooner than the following day, but will still maintain the one (1) week response period as referenced in Article 13.1(e).
    d. This section also applies to requests submitted for any holiday time that remains after the initial request period of September 1-September 15, provided the holiday being requested is not the holiday that the employee is expected to work as per the holiday track per Article 13(f).

8. Employees must have the appropriate accruals prior to the time the vacation is to take place.

9. Time off requests will be approved based upon reasonable operational needs.

10. If an employee elects to take a week off and has bumped another employee with less seniority, they must take the week off and not reduce the request to a few days.

13.2 Employees shall be permitted to accumulate vacation days to a maximum of sixty (60) days. No accumulation of vacation days beyond the maximum may be made without the permission of the Executive Vice President, Hospital Director or designee.

13.3 Subject to the approval of the department head, employees shall be allowed to choose the time of their own vacation leave. Department denials of employee's requests for vacation shall be based upon reasonable operational needs within the department.

13.4 If any employee is sick while on vacation leave, the sick time shall be charged against accrued sick leave. A medical certificate may be required by the supervisor.

13.5 Any member of the bargaining unit leaving the employment of the State will receive a lump sum payment for such employee's accrued vacation leave.

13.6 No payment shall be made for vacation leave earned if the employee leaves UConn Health before completing six (6) months of service.

Article 14
ASSIGNMENTS & SCHEDULING

14.1 Nurses in this article refers to employees in the nursing payroll titles.

14.2a. The term "charge nurse," as used in this Agreement, refers to a hospital "staff nurse" who is assigned administrative

responsibility for the direction of a patient care unit for a shift. This excludes the Nursing Manager or Assistant Nursing Manager. When acting as a charge nurse, a nurse shall be paid an additional $1.75 per hour. Nurses who are floated from their normal assignment to another clinical area shall not be required to perform charge duties at the new area unless there is no other experienced staff nurse or Assistant Nursing Manager in that unit. Tier II employees of the UConn Medical Group or any other clinical area may also be assigned charge responsibilities and receive payment in accordance with this section.

14.2b. Individuals appointed as Assistant Nurse Managers will receive an additional $4,160.00 each year, paid biweekly.

14.3

Floating for UConn Health clinical staff who administer direct patient care, and those who support clinical staff who administer patient care (i.e., COA, PSR, MA), shall occur in accordance with their Core Competencies. An employee who commutes by way of mass transit shall not be floated to areas that are not readily accessible by foot or mass transit, unless the employee's hire letter requires the employee to be able to float.

Floating is to occur on a rotational basis, after volunteers are sought.

If patient care needs fall outside of the floating clinical staff's Core Competencies level, the clinical staff member may only assist within the employee's level of Core Competencies.

Updated Core Competencies will be readily accessible and reviewed by a manager or designee prior to the floating assignment.

ED/EP/CCL/IR/OB/L&D/NICU may assist with patient care only, to allow staff to return to primary unit based on patient need. When floated, ICU RNs will have a maximum of a three

(3) patient assignment, but may be floated to all hospital and ED locations.

UHP shall be provided a copy of any clinical staff member's Core Competency checklist upon request, and such checklists shall be kept current.

The parties will review Core Competency checklists at least once a year. Either party may request a review at any time.

Mileage reimbursement at the State-approved rate will be given to employees who are moved to a different duty station after reporting to their assigned duty station. Employees also will be reimbursed for travel in excess of their normal commuting mileage, except for float pool employees who have no normal commute.

All float pool nurses shall receive an hourly differential of $3.00.

14.4

a. Hospital nurses may request up to two (2) hours of refresher orientation every six (6) months in a float area. The Hospital shall make every effort to accommodate the request.

b. Float related issues in areas other than Hospital nursing units shall be discussed between the parties as they arise.

c. Medical Assistants assigned to John Dempsey Hospital may be floated anywhere in the Hospital.

d. Action Nurses may be assigned to perform duties in any area of the Hospital, depending on the need.

14.5 Overtime shall be paid to eligible nurses when authorized in advance by the Departmental Manager, Nursing Manager, Assistant Nursing Manager, Administrative

Supervisor, Nursing or Charge Nurse when on duty, for the time required beyond the regular shift. Eligible nurses are those who are paid hourly. If authorization is not received, the nurse may leave at the end of the shift.

14.6 Shift Preference. As positions become vacant, Tier II staff on the same job classification who are equally qualified on the same departmental division (e.g., clinical chemistry, hematology, neonatal, etc.) shall have shift preference on the basis of seniority. For the purpose of shift assignment, seniority shall be in accordance with Article 27.

14.7 Weekend Differential.

a. All Tier II employees who work the majority of their weekend shift between 12:01 a.m. Saturday until 12:01 a.m. Monday shall receive twenty-five percent (25%) of base salary as a weekend differential.

b. Tier II employees in nursing departments currently receiving weekend differential for hours other than those indicated in 14.7a above may continue the current practice.

c. Weekend differential shall not be pyramided when computing overtime pay.

d. Weekend shifts for employees with twelve hour shift staffing patterns are as follows:

1. From Friday evening at 7:00 p.m. through Sunday evening at 7:30 p.m.

2. For units with twelve hour shifts on the weekend for a pattern of every third weekend, the weekend shifts are defined as Saturday at 7:00 a.m. through Monday 7:30 a.m.

14.8

a. When, in the judgment of the supervisor, workloads permit, hospital employees may be scheduled for two (2) duty-free weekends per month. This provision shall not apply to employees who are hired specifically to work weekends or who request additional weekend work.

b. Except for an emergency, all hospital schedules shall be for a minimum of four (4) weeks and shall be posted at least two (2) weeks in advance. After a schedule is posted employees shall be allowed to switch assignments amongst each other provided no overtime expense is borne by UConn Health as a result of such switching. All schedule changes are subject to the approval of the appropriate manager.

14.9 Rotation Bonus. One objective of the contract is to improve Tier II scheduling to five (5) rotations out of twenty (20) for full-time staff members in a four (4) week period. If an individual is scheduled to work and actually works more than five (5) rotations per four (4) week period, the employee shall receive an additional $8.00 for each shift over five (5).

14.10 Vacation Scheduling In Accordance With Article 13.3.

a. One week...Two weekends:

Tier II employees who have requested their vacation time at least ten (10) weeks in advance will not be scheduled to work the Saturday or Sunday preceding their vacation.

b. Two weeks...Middle weekend:

UConn Health shall grant to Tier II employees who have requested a two (2) week vacation (the first and last weekend of which would normally not be scheduled as work days) the middle

weekend off as well. In order to be eligible for this schedule, the employee must request their vacation at least ten (10) weeks in advance.

A Tier II employee will be eligible for one of these vacation schedules ("a" or "b") once each contract year, or more often if staffing and scheduling needs permit.

14.11

Except with respect to Nurse Anesthetists or where otherwise agreed to by the parties, Tier II employees working a regular eight (8) hour shift shall be guaranteed sixteen (16) hours between regularly scheduled shifts.

14.12 Night Shift Bonus. The following night shift bonus and options shall be available to all permanent night shift nurses, (including Poison Information Specialists), and permanent night shift Radiologic Technologists in the Department of Radiology, according to date of hire.

a. Night Shift Bonus. Permanent night shift Nurses and permanent night shift Radiologic Technologists in the Department of Radiology who were hired prior to July 1, 1995 shall be paid a $3,200 bonus per year. This bonus shall be paid at the rate of $800.00 for the completion of each three (3) months of night shift duty. Effective July 1, 2002, permanent night shift Nurses and permanent night shift Radiologic Technologists in the Department of Radiology who were hired on or after July 1, 1995 shall be paid a $1,600 bonus per year. This bonus shall be paid at the rate of $400.00 for the completion of each three (3) months of night shift duty.

Permanent part-time employees' bonuses shall be prorated based on hours actually paid. Employees shall receive a pro-rated share of any complete portion of the three-month period after completing three (3) full months.

Basis for Night Bonus Payment

1. Time Intervals:

Each year a plan will be developed to organize the bonus payments for completion of night shift duty into quarters of the year. Some quarters will include seven pay periods; others will be six pay periods because there usually are 26 pay periods per year.

2. Part-time Permanent Night Staff:

Part-time staff bonus payments will be based on a prorated share of paid hours in the pay periods of the quarter converted to full-time equivalents. The following times are computed into paid hours in addition to worked hours: sick leave, vacation leave, holiday and compensatory time, personal leave days and paid maternity leave. The following are not included in paid hours: unpaid leave, worker's compensation time (after seven days) and other than night shift work.

b. Night Shift Menu Options. In addition to the night shift bonus the permanent night shift nurses are to choose one (1) of the following options:

1. A twenty percent (20%) shift differential;

2. For making a commitment to work the night shift for one (1) year, forty (40) additional vacation hours will be earned. Such hours are earned at the rate of 1.53 hours per pay period. Employees who choose this option shall earn the fifteen percent (15%) differential for working nights;

3. For making a commitment to work the night shift for six (6) months, UConn Health will reimburse an employee at the end of six (6) months for one hundred percent (100%) tuition at the University of Connecticut per credit rate to a maximum of nine (9)

credits. This option is renewable for the second six (6) months for a maximum of eighteen (18) credits per year. Employees who choose this option shall earn only a fifteen percent (15%) shift differential for working nights.

Menu options of additional vacation days or tuition reimbursement chosen by part-time employees shall be prorated based on hours actually paid. This shift differential shall remain at fifteen percent (15%).

14.13 Shift Differentials. Except as limited by Article 14.12 above the following shall apply:

For shifts that are eligible for shift differential as defined below, evening shift differential is paid from either 3 pm to 11:30 pm or 4 pm to 12 midnight, and night shift differential is paid from either 11 pm to 7:30 am or 12 midnight to 8 am (depending on the Department's hours).

a. Tier II employees shall receive a fifteen percent (15%) shift differential when they work a shift in which the majority of hours falls between 3:00 p.m. and 11:30 p.m.

b. Tier II employees who are NOT full-time permanent night shift nurses shall be paid twenty percent (20%) shift differential when they work a shift in which the majority of hours falls between 11:00 p.m. and 7:30 a.m.

c. Tier II permanent full-time night nurses who elect options two or three of the Night Shift Menu (see Article 14.12) shall receive a fifteen (15%) differential when they work an evening or night shift.

d. When computing overtime pay, weekend and shift differentials shall not be pyramided unless the individual is qualified for pyramiding under the Fair Labor Standards Act.

e. Tier II nurses who work the twelve (12) hour day shift shall receive an evening shift differential beginning at 3:30 p.m. until the end of the shift.

Tier II nurses who work the twelve (12) hour evening/night shift shall receive the evening shift differential for the hours between 7:00 p.m. and 11:00 p.m., and shall receive the night shift differential for eight (8) hours between 11:00 p.m. and 7:30 a.m.

f. The following shall be available to all laboratory medicine staff hired prior to July 1, 1995:

For Employees in Laboratory Medicine, in addition to any applicable weekend, night, or evening differentials, a premium of $1.25 per hour shall be added to the evening shift rate and a premium of $2.00 per hour shall be added to the night shift rate.

g. Tier II employees shall be paid shift differential for all hours beyond the regular shift if an individual is required to work more than two (2) hours beyond the end of the regular shift. For example, an eligible day shift person scheduled to leave work at 3:30 p.m. who is required to work until 6:00 p.m. would receive two and one-half (2 1/2) hours of shift differential; an eligible day shift person scheduled to leave work at 3:30 p.m. who is required to work until 11:30 p.m. would receive shift differential for the entire eight (8) hour period.

14.14 Extra Shift Volunteers. The parties are committed to promoting a system of volunteers to assist in staffing. Staff who volunteer to work extra shifts shall be paid a premium of ten ($10) additional dollars per hour worked above and beyond their regular compensation for that extra shift. It is the parties' intent that this extra shift volunteer incentive will result in voluntary and immediate filling of gaps in a posted schedule.

Each unit shall post an "Extra Help Report" of vacant shifts on the unit at the time the schedule is posted. For one week, unit employees may volunteer for extra time. If more volunteers sign up than spaces available, seniority shall control on a rotating basis.

Extra Shifts may be posted in four (4) hour blocks.

Units may post for extra shift volunteers both when the final schedule is initially posted and after that posting. Extra shift volunteer slots added after the schedule is posted would be the result of a new gap in the posted schedule; the Urgent Shift Availability (USA) program is used for absences or increases in patient census or acuity. For example, if after the schedule is posted, a staff member resigns or unexpectedly begins a long medical leave, the resulting gaps can be posted as extra shifts.

Those extra shifts that occur after the schedule is posted should be posted according to the timeline in this Article, to the extent possible. If, however, there is not enough time for the one week unit posting, the new extra shift volunteer slots will be posted on the unit on a first come, first serve basis. All of the other provisions of Article 14.14 remain in effect for these postings.

At the end of the one week posting period, any vacant shifts remaining shall be sent to the staffing office. For the next two weeks, any qualified staff member from any unit may sign up to work a vacant shift, indicating whether it is extra time (straight time) or overtime. Employees can only sign up for one shift per 24 hour period. Management may select from among the employees that signed up for the shift to fill a vacant shift in any order, and the failure to be selected is not grievable or arbitrable.

At the close of the third week of posting (two weeks in the staffing office), the staffing office will notify the employee of the status of their request for volunteer shifts. Employees will be

notified whether they were selected for a shift or not. If selected they will be notified of the date and time.

Shifts may be cancelled by UConn Health if they are not needed. If UConn Health cancels a shift with at least two (2) hours notice to the Volunteer, no payment is owed. If UConn Health cancels with less than two (2) hours notice, but before the start of the shift, the volunteer will be paid for four (4) hours of "cancellation pay" at the straight time base hourly rate. Such "cancellation pay" will be paid in the same pay period.

If UConn Health fails to call the volunteer and the volunteer shows up to work or if the volunteer is not used in the unit, the volunteer may choose to receive four hours of "cancellation pay" as described above and return home, or be assigned to another unit for at least four (4) hours.

Volunteers who cancel a volunteer shift three or more times in a calendar month shall be ineligible to sign up for volunteer shifts for the next three month period, and any volunteer shifts they have already been given will be cancelled.

If an employee has volunteered for another unit and is needed on their home unit, the administrative manager, the charge nurses of the respective areas, and the employee shall discuss the situation. If there is no agreement to the contrary, the employee shall stay on the unit they originally volunteered for, unless there is an emergency situation.

All employees shall be considered employees of their home unit for purposes of determining weekends, holidays, overtime, etc.

Any disputes over this section will be referred to the committee designated in Section 19.13.

14.15 SCHEDULING PRACTICES

Long Term Leave. When an incumbent is not available to work under this section, the order of filling the schedule (both prior to and subsequent to posting) shall be:

1. float pool staff
2. part-time bargaining unit staff (non-overtime hours)
3. travelers (if management wishes)
4. per diem staff and/or non-bargaining unit staff
5. staff volunteers (overtime hours)

Part-time staff may bump per diem staff (for example: Nurse Pros and commercial agency nurses) from the schedule if at least 72 hours notice of such desire is given, unless per diem staff has committed in writing to cover a specific portion of a specified employees leave of absence, e.g. every other Tuesday for the duration of the leave.

Short Term Leave/Unexpected Absences. When an incumbent is not available to work under this section, the order of filling the schedule (both prior to and subsequent to posting) shall be:

1. float pool staff
2. float staff from other units
3. staff volunteers (non overtime hours)
4. volunteer from the sign up list in 14.15 (ESV)

5. per diem staff and/or non-bargaining unit staff.

Part-time staff may bump per diem staff (for example: Nurse Pros and commercial agency nurses) from the schedule if at least 72 hours notice of such desire is given.

6. staff volunteers (overtime hours)

7. USA standby volunteer

The parties agree the above scheduling practices shall be followed except in the few circumstances when it is not feasible and/or practicable to do so.

NOTES:

1. Overtime in this section refers to hours paid at time and one-half.

2. It should be reinforced that in overtime situations full-time staff shall have first preference to volunteer.

3. The parties understand this section reflects scheduling practices and in no way diminishes the right to transfer employees as described elsewhere in the Contract.

14.16 Changes in Department Shift Hours. The parties agree that prior to a department's changing its shift hours the employer shall notify and discuss the proposed changes with UHP at least six weeks prior to implementation. The parties agree to meet and discuss proposed changes in good faith.

It is agreed that this section is without prejudice to either parties' position regarding changes in shift hours in the event future discussion of proposed changes are not able to be resolved.

Departments where a proposed change in shift hours is contemplated will not notify employees of the change until the Union is notified.

14.17 Hourly Differentials. The parties have agreed to utilize differentials that will apply to nurses in the following circumstances in John Dempsey Hospital:

Action Nurse:

1. Positions designated and filled as an Action Nurse shall receive an hourly differential of $5.00 per hour. This differential shall not be increased by overtime rules.
2. Action Nurses are free to sign up for available overtime, ESV or USA shifts. However, if they are not acting in their capacity as an Action Nurse, they shall not receive the $5.00 hourly differential.

Float Pool Nurse:

1. Positions designated and filled as Float Pool Nurses shall receive an hourly differential of $3.00 per hour. This differential shall not be increased by overtime rules.
2. Float pool Nurses are free to sign up for available overtime, ESV, or USA shifts in addition to their float assignments. However, if they are not working as part of the float pool on that shift, they shall not receive the $3.00 hourly differential.

Float Differential:

1. Nurses shall be paid a differential of $1.00 per hour when they are required to float to another unit for one hour or more.

Duration: The above differentials will be reviewed by the parties periodically at the Staffing Committee meetings. If at some future point UConn Health decides to discontinue the differentials, 30 days notice will be given of the change.

14.18 Precepting.

a. Precepting for nurses at the CN2, CN3 and CN4 level who complete the preceptor training course will receive $1.00 an hour for all hours spent precepting, which excludes general orientation and training of new employees. Precepting is an assignment and is defined in subsection (b) of this section. There shall be no pyramiding of preceptor pay. The hourly precepting rate applies regardless of the number of preceptees.

b. Precepting may be performed by a nurse at the CN2 level or higher clinical ladder level after successfully completing preceptor training, agreeing to and being appointed to be specifically responsible for planning, organizing, and evaluating the skill development of one or more RNs enrolled in a defined precepting/training program. The program parameters are set forth in writing by UConn Health and includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring employee.

Article 15
OVERTIME

15.1 Tier II employees in the bargaining unit shall receive time and one-half for all time in excess of forty (40) hours per week or eight (8) hours in any scheduled work day unless a regular work schedule of more than eight (8) hours per day is in effect. Tier II employees assigned a work schedule with shifts of more than eight (8) hours per day shall be paid overtime for all time worked in excess of their scheduled shift.

15.2 No Tier II employee shall work more than 16 hours in a 24 hour period, except in a code yellow level emergency.

15.3a. Staffing Program. The parties agree that the following provisions will apply to all hourly John Dempsey Hospital employees, including clinical support Departments (e.g.: Laboratory Medicine, Radiology, Pharmacy). The clinical support

Departments are free to utilize these provisions in accordance with the procedures herein, and also to utilize the current procedures for "on call" listed in Article 15.4.

The volunteer staffing program described below is a program created and implemented by a partnership between UConn Health and UHP. Any issues arising under this Section will be referred to the monthly staffing committee established in Section 19.13 for discussion and resolution.

b. Patient Care Emergencies: The parties agree that emergencies arise that may affect staffing and patient care. These emergencies fall into two categories:

1.Emergency Coverage: Staff members who must remain on duty when non-essential staff are dismissed from duty or are sent home (during an emergency, disaster or weather event), or in an event that threatens the public health of the community, (such as a transportation disaster or an epidemic) shall receive double time if they are hourly. This Section shall not be pyramided with Section 19.11.

2.Acuity: Staff necessary to address acute patient care needs will be compensated at the rate of double time if hourly. Examples of acute patient needs include:

(a) Completion of neonatal transport or interventional procedures, such as surgical, cath lab, GI, and radiology special procedures currently underway if no one is available to replace the employee at the procedure or it is not in the patient's best interest to change staff assisting with the procedure.

(b) During a Code Blue or Code Yellow

(c) Any incident not covered above that management considers an emergency, in which case the Director

of Nursing or designee and the Union President or designee will be notified by fax of the emergency situation. Each emergency situation will be evaluated by the Director of Nursing or designee on the next business day and discussed with the Union President.

3. Emergency situations will be reviewed at the monthly staffing committee meeting.

c. Low Census: UConn Health will have the prerogative to immediately adjust staffing if the census cannot support the current staffing level. Such adjustment of staffing will take place in the following order as listed below:

1.Staff may be floated out to other areas in accordance with the float system in Article 14.3;

2.If floating does not provide the necessary staffing adjustment to reflect the census, staff may be released from their assignments in accordance with the following procedure and order:

(a) Volunteers first, according to seniority, by rotation. Employees may use vacation, compensatory time, personal leave or unpaid leave. If unpaid leave is taken it will not affect the employee's accruals.

(b) If volunteers do not provide the necessary staffing adjustment, then employees will be released in reverse order of seniority, by rotation, using accrued vacation, compensatory, personal leave, or unpaid leave time if they so choose. Staff may be involuntarily released from duty under this provision two times a calendar year to a maximum of sixteen (16) hours per year. If an employee has no compensatory, vacation or personal leave time, their name shall be skipped unless they wish to take unpaid leave. Once they have accrued compensatory, vacation or personal leave time, they may be released. If unpaid leave is taken, it will not affect the employee's accruals.

d. Urgent Shift Availability (USA): It is the parties' intention that the USA provision will create a supplemental "USA Standby" system for employees to volunteer. This supplemental "USA Standby" system will not supercede or replace the existing on call provisions addressed in the contract or the practices currently in place.

1. Once the schedule has been posted in accordance with 14.8b, management will identify those shift(s) for which it seeks volunteers to be available to cover absences or increases in patient acuity or census. Management may post available times in blocks, as follows:

2, 4, 6, and 8 hour blocks for 8 hour shifts
2, 4, 5, 6, 8, and 10 hour blocks for 10 hour shifts
2, 4, 6, 8, 10, and 12 hour blocks for 12 hour shifts

Twelve (12)-hour shift employees, who are emergently staffed, shall be given no less than eight (8) continuous hours off before commencing their next regularly scheduled shift. The employee may choose one of the following: use of vacation, compensatory or personal time; to work the shift as scheduled; or to take the shift off without pay.

Management will also identify the number of individuals it seeks to cover each identified shift. If more volunteers sign up than spaces available, seniority shall control on a rotating basis. Staff will normally have until the 24 hours prior to the beginning of a shift to sign up for the USA. Staff may not remove their names prior to the time of the USA unless they find a replacement name.

In the event that management determines the need for emergency staffing coverage, (i.e., as outlined in Article 15.3.b), on a particular unit with less than 24 hours notice, a USA block of

time may be immediately offered and staff will be allowed to volunteer to pick up this block of time at the last minute, *provided that a USA slot was already posted and no one had signed up, or more USA's are needed than was originally anticipated. (If no USA slot was originally posted, this cannot be done).* This will be done on a **rotational basis** (i.e., based on the emergency staffing list on each unit, not on the seniority list). Staff who volunteer to cover a last minute block of USA time have two options related to compensation as follows:

- They will receive double time compensation plus applicable differentials if she/he is an hourly employee and their name **will not go** to the bottom of the Emergency Staffing list.
- They will receive time and one-half compensation plus applicable differentials if she/he is an hourly employee and their name **will go** to the bottom of the Emergency Staffing list.

Staff who volunteer to cover a last minute block of USA time will not be eligible to receive the $1.00 per hour standby stipend.

2. Staff members who sign on as available for the identified USA shall be considered on standby and shall receive a volunteer stipend of $1.00 per hour for each hour of the shift they have volunteered to cover. The $1.00 per hour compensation for the USA standby coverage is payment for signing up and being available for such coverage.

3. If one of the volunteers is called and works, the volunteer shall receive double time compensation plus applicable differentials if she/he is an hourly employee.

4. The combination of regularly scheduled hours, regular on call hours and USA available hours shall not normally exceed

12 hours out of 24 hours per day, nor 60 hours out of 168 per week, unless the staff member volunteers to work the additional hours. (For example, an 8 hour employee volunteers for an additional 8 hour shift, or a 12 hour employee volunteers for an additional 4 hour shift.) In no event shall the time committed for exceed 16 hours in a 24 hour period, unless there is another Agreement in effect. Notwithstanding the provisions of Section (1) above, if more than one employee signs up for USA standby per slot, management may choose that employee who is not scheduled to work the next shift, or who would not be working 16 hours, regardless of seniority. An employee who is required to work USA standby shall not receive sick time for the next regularly scheduled shift except for bona fide personal illness which is verified, where required, by a medical certificate. However, an 8 hour employee who works 16 hours in a day and is scheduled to work the next day (within 15 hours) may choose one of the following: use of vacation, compensatory or personal time; to work the shift as scheduled; or to take the shift off without pay. This provision is not applicable to 12 hour employees who work 16 hours.

5.Management, including Administrative Managers and/or Department Managers must be involved in the decision to call in those available for USAs. Management must seek volunteers and exhaust all other negotiated means (e.g. 14.16b) of staffing prior to calling available staff.

6.Management or their designees will contact eligible employees as soon as they recognize the need to assign USAs and will make every effort to give as much notice as possible to the employee being contacted. Notice may occur up to the beginning of the shift at which time the volunteer's availability to work expires.

7.In cases where there is a potential, but not immediate need for the available volunteer, a unit has the option of asking the available volunteer to be placed on call for the period of time (4,

whichever is greater, will on-call pay resume (i.e. on-call pay cannot be piggybacked on top of call-back pay).

7. Appropriate evening, night, and/or weekend differentials are paid for call-back only for hours actually worked.

15.5 a. The Union recognizes that the work of a Tier I professional employee involves the exercise of discretion and judgment which cannot always be standardized relative to a given time period. It also recognizes that professional staff workloads and schedules may vary from time to time and from department to department to meet seasonal changes or unusual demands and/or circumstances. However, whenever an individual is consistently requested by a supervisor to work over the normal week, compensatory time shall be made available. Such compensatory time shall be arranged at a mutually agreeable time, using the same guidelines prescribed in 8.5a and 8.5b.

b. The above paragraph (15.5a) does not apply to self-scheduled, salaried employees earning Group 10, Step 3 salaries in the UHP 40 Hr/Week Payplan or more effective each year of this contract, and who are thus not eligible for any compensatory time. However, individuals whose salaries are above the index and who are assigned special projects may earn compensatory time. The denial of compensatory time is not grievable or arbitrable. The assignment to a special project for which compensatory time will be granted must be authorized in writing.

15.6 All employees in 24 hour operations must inform their Department, using appropriate call in procedure, as soon as they know but no later than 3 hours prior to the start of the shift that they will be using a sick day.

All employees in 24 hour operations must contact their Department, according to department policy, at least one (1) hour

personal leave or unpaid leave. If unpaid leave is taken, it will not affect the employee's accruals.

b) If volunteers do not provide the necessary staffing adjustment, then employees will be released in reverse order of seniority, by rotation, using accrued vacation, compensatory, personal leave or unpaid leave time if they so choose.

Staff may be involuntarily released from duty under this provision two times a calendar year to a maximum of sixteen (16) hours per year. If an employee has no compensatory, vacation or personal leave time, their name shall be skipped unless they wish to take unpaid leave. Once they have accrued compensatory, vacation or personal leave time, they may be released. If unpaid leave is taken, it will not affect the employee's accruals.

Article 16
EVALUATION

This article does not apply to probationary employees.

16.1 For the purpose of evaluating an employee, personnel files may be maintained at all administrative levels containing notes, records and other documentation of employee performance; however, at least one (1) complete file shall be available in the employee's department.

16.2 No adverse material which has not been discussed with the employee or which is not contained in the complete file may be used in any promotion or disciplinary action.

16.3

a. Evaluations shall be conducted at least once a year and may be conducted at any time deemed appropriate by the supervisor.

a Union representative to discuss Union matters within a reasonable period of time.

18.3 Probationary employees shall have the right to review all materials placed in their personnel file.

18.4 Where written evaluations of probationary employees are performed, such evaluations shall be reviewed with the employee prior to being placed in the personnel folder.

18.5 In the event that a probationary employee is dismissed before the end of the employee's probationary period or is not continued after the final day of the probationary period, the employee shall receive a one (1) week notice or pay in lieu thereof. The one (1) week notice shall not qualify an individual for completion of the working test period. The notification shall not exceed one (1) week beyond the end of the agreed to working test period.

18.6 In no case shall the discipline or dismissal of an employee during the employee's probationary period or the noncontinuation of an employee after the final day of the employee's probationary period be grievable or arbitrable under this Agreement.

18.7 Employees who bump or return to work from the recall list shall complete a six-month additional probationary period. During such probationary period, the Employer maintains the prerogative to transfer or dismiss said employee for unsatisfactory performance as long as the employee has been provided advance written notice and an opportunity to improve, and such action and decision shall be grievable under the agreement. Employees who are bumped or return to work from recall and are subsequently dismissed under this agreement shall be placed on the recall list for at least an additional six months.

18.8 An employee who transfers during a working test period shall automatically have their working test period begin again as provided in Article 18.1.

Article 19
HEALTH AND SAFETY

19.1 Within available resources, the Employer shall make a reasonable effort to provide security as appropriate and a non-injurious working environment at UConn Health.

19.2 UConn Health shall abide by the regulations of the Nuclear Regulatory Commission regarding the training of employees who are required to handle radioactive materials.

19.3 Employees who work:

a. where radioactive materials are used or stored and/or
b. where hazardous chemicals are used or stored and/or
c. where biohazards may exist

shall be given instructions appropriate to their responsibilities regarding such materials, as determined by the immediate supervisor under policies established by UConn Health. Such policies and practices shall be consistent with those of federal, state, or local regulatory agencies.

19.4 UConn Health and the Union shall jointly issue a flyer cautioning employees about potential hazards. Costs for printing shall be shared equally by the parties.

19.5 Upon the written request of the Union and in accordance with Freedom of Information guidelines, UConn Health shall provide the Union with any industrial hygiene tests, material safety data sheets, safety reports, ventilation and noise control engineering studies or safety related engineering studies prepared by it or on its behalf relating to UConn Health.

LAYOFFS

20.1 This Article does not refer to probationary employees.

Non-renewals or failure to be reappointed after an enddate shall be considered a layoff under this Article, but shall not cause a prior notice to be sent to the Union as required for other layoffs. Notice of layoff due to a non-renewal shall be in accordance with section 20.10. Employees in Research job titles shall be considered grouped under their principal investigator, unless the grant or contract is a program project or UConn Health grant, in which case the employee shall be grouped under the subproject director for consideration of lay off including nonrenewals, seniority and bumping under Section 20.5.

At least ten (10) days prior to the decision by UConn Health administration to reduce staff through layoffs, the Associate Vice President for Human Resources or designee will meet with the President of the Union or designee to discuss the anticipated layoffs.

At this meeting, bumping options and/or known vacancy options for each person laid off will be discussed.

Once notified, all employees impacted by layoff or nonrenewal will be scheduled to meet with a Human Resources designee to discuss their rights under this Article. A union representative may be present at this meeting.

20.2 In all cases requiring the termination of professional staff, primary consideration shall be given to UConn Health's responsibility to offer an appropriate range of services and to carry out its mission.

20.3 In all cases it is understood that layoffs shall be compatible with UConn Health's affirmative action policies and

take into consideration the qualifications of the employees and the needs of the program or grant.

Layoff Selection

20.4 When layoff becomes necessary, UConn Health will identify the specific position[s] to be eliminated in a Department. Layoffs shall be done in this manner within two separate categories of employees: those whose assignment authorizations are fifty (50) percent or more and those whose assignment authorizations are less than fifty (50) percent.

20.5 Bumping.

If the person occupying a position identified for layoff is a permanent employee, they may elect to exercise bumping rights, if available. For purposes of bumping, full time and part time employees working at least fifty percent (50%) shall be considered within the same category, and part time employees working less than fifty percent (50%) in a separate category. To exercise bumping rights, the employee must assume the work schedule and hours of the person to be bumped.

If the employee targeted for layoff is not the least senior employee in that job title in that Department, they may bump the least senior employee in the same job title in the same Department, provided they meet all special requirements for the position as stated in the current internal department job description.

If the employee targeted for layoff is the least senior employee in the job title in that Department, if they are the sole employee in that job title in that Department, or if they are a bumpee, they may bump the least senior employee in any lower level of their job series in the same Department provided they have more seniority than the bumpee and meet all special requirements for the position as stated in the current internal department job description.

If an employee is prevented from bumping because they do not meet the special requirements for a position, and there are other employees in the job title or series in the Department less senior than the employee, the employee may bump the next least senior employee if they meet all special requirements for that position as stated in the internal department job description.

When all Department options have been exhausted, the employee identified for layoff may bump the least senior employee in the job title or, if none, in any lower level of their job series within the same Division if they have more seniority than the bumpee and meet all special requirements for that position as stated in the current internal department job description.

Bumping option(s) will be given to the employee within seven calendar days of the written notification of position elimination provided to that employee. An employee who has a bump available must provide written notice of whether they elect to exercise those rights within seven calendar days of notice of their bumping option(s). The election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. A permanent employee who is bumped shall have the same rights as an employee who is laid off, except that a bumpee shall receive as much notice as possible, but not less than two (2) weeks. However, a bumpee shall not be terminated during the notice period the initial targeted employee received.

20.6 Bumping Procedure. Once the bumping options have been given to the noticed employee, the options shall be set, as long as there are no discrepancies in either employee's seniority date. However, if a permanent employee has no bumping options at time of notice and does have an option at time of layoff, they shall be given the bumping option.

If during the notice period a least senior employee is identified, the bumped employee, if permanent, will have bumping rights to the least senior employee's job.

Union/Management will try to resolve all issues before presenting options to laid off employees. All laid off employees and non-renewed employees will have an opportunity to meet with Human Resources in accordance with this Article.

When non-research titles are non-renewed, UHP shall be given the 10 day notice of layoff as referenced above.

Human Resources will send a memorandum to UHP if there are no bumping options for each Research title non-renewal.

All known vacancy options will be presented to the laidoff employee during the notice period, unless they have already accepted another vacancy in their same salary grade.

An employee who bumps into a lower job title shall be paid at the step in the new salary grade which is closest to but not more than her/his salary in the eliminated position.

20.7 Recall. For a period of 1 year an employee who has been laid off shall be entitled to be recalled into any vacancy in the job title which the employee held prior to layoff or any vacancy for which the employee meets the minimum qualifications including any special qualifications listed on the job posting. Employees shall be removed from the recall list if they reject three job offers from UConn Health.

If UConn Health ends external recruitment efforts with no outside applicants for a position meeting the special qualifications listed on the posting and therefore is unable to hire a fully qualified candidate, employees on the recall list who meet the minimum qualifications as listed on the job description shall be offered the position, provided no additional training would be required by the recalled employee as compared to an external applicant.

The provisions of Article 10 shall not apply if there is an employee on the recall list who meets the minimum qualifications

for a position, as well as any special qualifications listed on the posting, who has not refused the position.

An employee who bumps down to avoid layoff or is forced to change the employee's percent employment to avoid layoff shall be considered on the recall list for all positions within the employee's original job title.

Employees who meet the minimum qualifications and any special qualifications listed on the posting for a position shall be selected from the recall list based upon seniority.

20.8 Any employee so recalled shall have five (5) business days in which to accept such an offer. Notice of recall shall be sent to the laid off employee, certified mail, to the last known address or e-mailed with return receipt if such e-mail address is known.

20.9 If an employee is laid off and recalled to the same job title, their salary shall be the same as if they weren't laid off.

If an employee is laid off and recalled to the same salary grade, their salary shall be the same as if they were not laid off.

For all other recalls, the employee shall be placed on the step closest to without being more than the salary they had at time of layoff.

20.10 Members of the bargaining unit whose assignment authorizations are at least fifty (50) percent shall be entitled to written notice of layoff according to the following schedule:

After six (6) months....two (2) weeks
After one (1) year....six (6) weeks
After five (5) years....twelve (12) weeks
After ten (10) years....sixteen (16) weeks

In the event of elimination of a part-time position with an assignment authorization of less than fifty (50) percent, an employee who has been employed by UConn Health for at least one (1) year, in a bargaining unit position, shall receive at least four (4) weeks notice of termination.

For employees in non-clinical positions, in lieu of the notice period provided above or some portion thereof, UConn Health and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned, provided that the Employer shall notify the Union during the ten-day pre-notice period in 20.2 of its intention to make this offer. The offer shall be included in the written notice in 20.11 and the employee shall have an opportunity to consult with the Union before making a decision.

20.11 In addition to notice of layoff as outlined above, Research Assistants and Associates whose assignment authorizations are at least fifty (50) percent shall be entitled to notice of non-renewal according to the schedule* in.20.10.

*This schedule shall not apply if the term of appointment is shorter than the notification period.

A Research Assistant or Associate whose assignment authorization is less than fifty (50) percent, and who has been employed by UConn Health for at least one (1) year in a bargaining unit position, shall receive at least four weeks notice of termination in the event of non-renewal of appointment.

20.12 For the purpose of determining seniority, service shall be calculated in accordance with Article 27.

20.13 Dismissal for cause is not subject to the above schedule.

Article 21
BENEFITS

21.1 Retirement.

a. All benefits currently in effect shall remain in effect until or unless superseded.

b. Employees in the bargaining unit whose assignment authorizations are at least fifty (50) percent and who are in Alternative Retirement Plan shall receive disability insurance coverage under the same disability policy as is provided to UConn Health faculty.

The long term disability insurance plan in effect on July 1, 2022 will continue for current employees whose assignment authorizations are at least fifty (50%) percent with less than 10 years of service in SERS plans. Employees, including current employees, with greater than 10 years of service in a SERS plan will no longer have LTD coverage. Employees hired after the effective date of this Agreement (new employees) and enrolled in a SERS plan will be provided LTD coverage for ten years from the date of hire.

21.2 Medical and Other Benefits.

a. All medical insurance, longevity as modified by the OJE agreement and tuition waiver benefits currently in force at the time of this Agreement shall remain in force, except as follows:

Tuition Waiver: An employee whose assignment authorization is less than fifty (50) percent shall not be entitled to tuition waiver benefits.

Medical Benefits: Any employee who is hired on or after March 1, 1996, with an assignment authorization of less than fifty percent (50%) shall not be eligible for employer paid medical benefits. Any employee who is hired on or after March 1, 1996, with an

assignment authorization of fifty percent (50%) or more and whose employment authorization subsequently drops below fifty percent (50%) for such time set forth in Section 1.4shall not be eligible for employer paid medical benefits while working at the reduced level.

Any employee who has been employed continuously (as defined in Article 27 regarding seniority accruals) on and prior to March 1, 1996 and who has been enrolled in the medical benefit plan on and prior to that date, shall continue to be eligible for employer paid medical benefits on the same basis as employees whose assignment authorization is fifty percent (50%) or greater. Any employee who has been employed continuously on and prior to March 1, 1996, and who has been enrolled in the medical benefit plan on and prior to that date shall continue to be entitled to employer paid medical benefits even if the employee's employment authorization drops below fifty percent (50%).

As used in this Agreement, "employer paid medical benefits" refers to the medical benefit plans available through, and the employer contribution rates specified in the agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278(f). This Agreement is subject to any modification which may occur as the result of negotiations over that agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278 (f).

b. Employees in the bargaining unit whose assignment authorizations are at least fifty (50) percent and who are in TIAA/CREF shall receive disability insurance coverage under the same disability policy as is provided to UConn Health faculty.

Effective on or about January 1, 1991, the long-term disability insurance plan shall be extended to all other members of the

bargaining unit whose assignment authorizations are at least fifty (50) percent, and referenced in Section 11.2c.

c. All employees may elect group life insurance, with payment by payroll deduction. Such coverage shall be approximately $4,000 more than the employee's annual salary, as set forth in UConn Health's Employee Benefits handbook (revision of 12/88), with a maximum of $38,000.

In addition to this life insurance coverage, optional group life insurance may be purchased by an employee. Coverage of up to an additional $50,000, in increments of $5,000, may be purchased. The actual cost of optional coverage shall be fully borne by the employee, and paid by payroll deduction in the amounts determined by UConn Health. Optional life insurance coverage shall not be included when calculating the amount of reduced life insurance coverage due upon retirement.

21.3 Travel.

a. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or their designee.

b. Mileage reimbursement shall correspond to the rate determined by the U.S. General Services Administration, said figure to be readjusted within thirty (30) days of readjustment by the U.S. General Services Administration.

c. Any employee who qualifies for a reimbursable meal shall be compensated at the faculty rates for breakfast, lunch and dinner. Taxes on meals shall be fully reimbursed. Gratuities shall be reimbursed to a maximum of fifteen percent (15%) of the allowable meal maximum.

21.4 Tuition Reimbursement.

a. Current tuition pool shall be increased by the agreed upon general wage increase for each year of the contract.

The parties shall establish a joint committee to review the rules and methods regarding the distribution of tuition reimbursement funds. This committee shall attempt to amend the current rules to ensure greater fairness of distribution.

b. Tuition will be reimbursed at the rate of one hundred percent (100%) for courses taken at the University of Connecticut and for courses taken elsewhere seventy-five percent (75%) of the UConn rate or the rate at the school the employee attends, whichever is less.

All part-time employees shall be eligible for pro rata tuition reimbursement in accordance with the established rules and procedures for tuition reimbursement.

c. For professionally related courses which a principal investigator or a supervisor outside the bargaining unit requires an employee to take, all tuition shall be reimbursed provided the employee successfully completed the course.

d. Any grades not available in one (1) year may be submitted and paid for in the next year.

e. An employee shall be eligible for up to $450.00 per year to attend conferences and workshops.

An employee whose assignment authorization is less than fifty percent (50%) shall be eligible for a pro rata share of the $450.00 per year maximum (i.e., not more than $225.00 per year), but the minimum amount of reimbursement for any one conference or workshop shall be $35.00.

21.5 Disability. If a Tier II staff member is injured by a patient the employee shall receive disability compensation benefits at the same level authorized for other state facilities in Section 5142(a) of the Connecticut General Statutes.

21.6 Members of the bargaining unit shall be eligible for pension benefits in accordance with the pension agreement negotiated by the State Employees Bargaining Agent Coalition (SEBAC).

21.7 Adoption Stipend. An employee who submits adoption certification to Human Resources shall receive a stipend of $1,000 per child. Spouses or domestic partners, both of whom are employed by UConn Health shall receive one stipend per child.

21.8 UConn Health will provide a scholarship of $20 per week per child which shall be applied to child care at the Creative Child Care Center operated by UConn Health. Any significant change in this process shall be by mutual agreement between the Associate Vice President for Human Resources and the Union President.

21.9 Employee Tuition Waiver at the University of Connecticut. The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. Intercession, summer school, and laboratory classes are specifically excluded. To qualify for a graduate student waiver the UHP member must either be a matriculated student or the class

must be work related. There shall be no waiver for the General University Fee or any other fees except as noted above.

Article 22
PRINTING AGREEMENT

22.1 The Employer shall publish an electronic copy of the collective bargaining agreement. The Union and the Employer shall communicate its availability on-line through the Employer's routine employee announcement platforms. The Union and the Employer shall have printed at least three thousand (3,000) copies of this Agreement and the cost of such printing shall be shared equally by the Union and the Employer.

22.2 Each new employee shall be provided a link to the electronic copy of this Agreement with their new employee orientation materials.

Article 23
MISCELLANEOUS

23.1 Representatives of the Union and the Administration shall meet at least once a month to discuss matters of professional concern including contemplated layoffs, reduction in services, and/or matters relating to the implementation of this Agreement.

23.2 The Board of Trustees shall carry out the commitments contained herein and shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

23.3 Individual merit awards or the lack thereof are not grievable or arbitrable under 6.1a.

23.4 All prior Memoranda of Agreement not incorporated into this Agreement are null and void.

23.5 UConn Health Administration shall provide the Union with a list of merit awards.

23.6 All unit members shall, upon written request to UConn Health, be provided a copy of their job description.

23.7 Research Assistants and Associates. The parties agree that a letter describing conditions of appointment and funding will be given to new Research Assistants and Associates by the Principal Investigator. Copies of this signed letter will be provided to the Union.

23.8 Referral Bonus. Management maintains the prerogative to determine the need for and implement referral bonuses as a means of accomplishing its recruiting objectives. Postings will indicate whether a referral bonus will apply to any particular position. If a bargaining unit member refers an individual to UConn Health and the individual is hired and completes his or her probationary period, the employee who made the referral will receive up to a $2,000 lump sum bonus (not to become part of base). The bonus will be paid at the successful completion of the new employee's probationary period. UConn Health will notify the UHP President prior to such posting.

Article 24
SAVINGS CLAUSE

24.1 If any provision of this Agreement is, or shall be found to be contrary to law, such provision shall not be applicable except to the extent permitted by law. Any substitute action shall be subject to consultation and negotiation with the Union.

24.2 In the event that any provision of this contract is, or shall be found to be contrary to law, all other provisions of the Agreement shall continue in effect.

Article 25
ZIPPER CLAUSE

25.1 This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

25.2 The parties acknowledge that during the negotiations each had the unlimited right to make demands and proposals. Therefore, unless the parties mutually agree to reopen, both parties for the duration of this Agreement voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject not covered in this Agreement even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this Agreement.

Article 26
SALARY

Employees on the regular payroll who are twenty percent (20%) or more shall receive a prorated share of salary for all hours worked in a pay period.

26.1 Effective and retroactive July 2, 2021, the salaries in effect on July 1, 2021, under each step and for each salary group shall be increased by two and one-half (2.5%). Any active employee in the bargaining unit on the date the general assembly ratifies this agreement shall receive a retroactive wage payment to the effective date thereof or to their initial employment date or bargaining unit entry date if such date was between July 2, 2021 and the date of approval of this agreement.

Effective and retroactive to January 14, 2022, each employee who has not received an unsatisfactory evaluation, who is not at the maximum salary for their assigned salary group, and who was hired on or before July 13, 2021, shall advance one step in their salary group.

Effective January 14, 2022, each employee who has not received an unsatisfactory evaluation, who is at the maximum salary for their assigned salary group, and who was hired on or before July 13, 2021, shall receive a $1,200 one-time lump sum payment, not added to base salary.

26.2 As soon as practicable following general assembly approval of this agreement, all full time bargaining unit members on the payroll on March 31, 2022 shall receive a $2,500 one-time lump sum payment, not added to base salary. All part-time bargaining unit members on the payroll on March 31, 2022 shall receive a pro-rata amount of the $2,500 one-time lump sum payment, not added to base salary.

26.3 Effective July 15, 2022, all full-time bargaining unit members shall receive a $1,000 one-time lump sum payment, not added to base salary. All part-time bargaining unit members shall receive a pro-rata amount of the $1,000 one-time lump sum payment, not added to base salary.

26.4 The total one-time payment, pursuant to Article 26.2 or 26.3 received by a bargaining unit member from all UConn Health and/or State of Connecticut employment in a fiscal year may not exceed the amount of the one-time payment for a full-time member of the bargaining unit.

26.5 Effective July 1, 2022, the salaries in effect on June 30, 2022 under each step and for each salary group shall be increased by two and one-half percent (2.5%).

Effective January 13, 2023, each employee who has not received an unsatisfactory evaluation, who is not at the maximum salary for their assigned salary group, and who was hired on or before July 12, 2022, shall advance one step in their salary group.

Effective January 13, 2023, each employee who has not received an unsatisfactory evaluation, who is at the maximum salary for their assigned salary group, and who was hired on or before July 12, 2022, shall receive a $1,200 one-time lump sum payment, not added to base salary.

26.6 Effective July 14, 2023, the salaries in effect on July 13, 2023 under each step and for each salary group shall be increased by two and one-half percent (2.5%).

Effective January 12, 2024, each employee who has not received an unsatisfactory evaluation, who is not at the maximum salary for their assigned salary group, and who was hired on or before July 11, 2023, shall advance one step in their salary group.

Effective January 12, 2024, each employee who has not received an unsatisfactory evaluation, who is at the maximum salary for their assigned salary group, and who was hired on or before July 11, 2023, shall receive a $1,200 one-time lump sum payment, not added to base salary.

26.7 The above increases shall not prevent UConn Health Administration from awarding additional monies to employees in recognition of meritorious performance using the criteria in Appendix 1 as supplemented by the OJE agreement between the parties. Any merit increase for any individual shall be awarded no more than once per calendar year either as a step increase on the appropriate salary schedule or as a lump sum bonus.

Similarly, nothing in this section should be interpreted to mean that UConn Health Administration cannot increase salaries to meet competition or market demands at any time throughout the

year with prior negotiations with the Union. This provision is supplemented by the SCOPE master agreement, paragraph "I", 1-3.

Article 27
SENIORITY

27.1 Seniority shall be defined as an employee's length of service at UConn Health and its predecessor.

27.2 An employee's seniority shall accrue during the following periods:

1. Military Leave
2. Paid Leave
3. Workers' Compensation
4. Disability Leave
5. Maternity Leave
6. Any Other Authorized Leave

27.3 If recalled to employment within one (1) year, an employee's seniority as of the time of the layoff shall be restored.

27.4 Part-time employees shall accrue seniority on a prorated basis.

27.5 The following categories of Union officials shall have superseniority within their department: Committee Chairs, Stewards, and Executive Board Members. The total shall not exceed thirty (30) people. Superseniority shall be for layoff and recall purposes only.

Article 28
DURATION

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2025. All other terms in the contract represent the complete and final agreement between the parties. There shall be a reopener limited for the period of July 1, 2024 through June 30, 2025 to include a general wage increase (GWI) and step increment. The parties may, by mutual agreement, extend the life of this Agreement beyond June 30, 2025 for a period not to exceed one (1) year.

During the life of this Contract the parties agree that any errors or omissions made in the agreed upon language for the University Health Professionals Agreement will be corrected between the parties.

Article 29
NURSING CLINICAL LADDERS

29.1 Nurses who meet the criteria of advancement up the clinical ladder shall receive salary increases. Effective October 13, 2006, the job titles and incumbents in the clinical ladder shall be placed in salary groups as follows, using the step to step method:

CN 1: Salary Group 6
CN 2: Salary Group 7
CN 3: Salary Group 8
CN 4: Salary Group 9

Nurses who fail to maintain the criteria for their particular level as demonstrated during the annual performance evaluation process will be demoted to the appropriate level, and their salaries will be adjusted accordingly.

New nurses hired into the Clinical Nurse Advancement system who have a minimum of one year working in that specialty area

will be automatically placed at the Clinical Nurse 2 level. For new nurses hired into the Clinical Nurse Advancement system at the Clinical Nurse 1 level, (defined as novice nurses, or experienced nurses working in a new specialty area), the time frame for movement in the clinical advancement program shall be no more than one year of employment.

29.2 The parties agree to explore the concept of a clinical ladder advancement program for clinical nurses in outpatient areas.

Article 30
SPECIAL PAYROLL

30.1 Special Payroll shall only be used to provide for payment of personal services for the following types of employees:

a. Temporary or part-time employees who are paid on a continuing or recurring basis for no more than 12 months in any two year period.

Continuation of temporary services by an individual beyond this time will be considered in extraordinary circumstances, on a case by case basis for up to, but not more than six additional months.

For continuation of service of more than 12 months, in a two-year period an approval by the appropriate Dean and Department Head is required.

b. Retired State employees who are employed for specific purposes related to their expertise where an employer/employee relationship exists and who will not exceed the statutory limitation on their retirement status.

c. State employees that are to be employed as a temporary "secondary position," in accordance with Public Act 87-253 (dual employment).

d. These time limitations shall not apply to per diem nurses used in accordance with the PRN agreement reached between the parties or other categories of employees that the parties agree to exempt.

e. UConn Health shall notify the Union quarterly of the Special Payroll positions which contain a majority of duties that would otherwise be performed by a UHP bargaining unit member.

Special Payroll shall not be used to circumvent a full time position count (FTE) or the regular salary payment process.

Article 31
GRANT FUNDED EMPLOYEES

The Union shall be sent a copy of all non-renewal letters at the time the notification of non-renewal is given to the affected employee.

Article 32
NO LOCK-OUT

During the life of this Agreement, there shall be no lockout of employees.

Article 33
SUBCONTRACTING

33.1 The employer has the discretion and right to establish contracts or subcontracts for UConn Health operations in accordance with the language that follows below.

33.2 If a current bargaining unit member is performing the service to be contracted, the Director of Labor Relations (or designee) will meet with the President of the Union (or designee) at least ten days prior to the implementation of a contracted or subcontracted arrangement to discuss the anticipated contracted or subcontracted arrangement. Such discussions will not be considered mid-term bargaining. The following two options exist after UConn Health has met with the Union:

a. If the affected employee is offered a transfer to the same or similar position which the employee is reasonably qualified to perform, with no reduction in pay or benefits, then UConn Health may procure the services of or otherwise utilize individuals outside the bargaining unit to perform such work. If this situation occurs, the employee shall choose either to accept the transfer to the same or similar position, which he or she is reasonably qualified to perform, with no reduction in pay or benefits, or choose to accept a layoff with all contractual benefits so associated;

b. If it is not possible to transfer the employee to the same or similar position in the bargaining unit under paragraph 2(a) above, and if the employee agrees, and if the employer trains the employee for a position which reasonably appears to be suitable to the employee based upon that employee's qualifications and skills, and if there is no reduction in pay during or after the training period, then the employer may procure the services of or otherwise utilize individuals outside the bargaining unit to perform such work. If the employee rejects the offer to be trained for a new position which reasonably appears to be suitable to that employee, then that employee will continue to serve in the bargaining unit position he or she was serving in and perform the work he or she was performing;

c. During the life of this Agreement, no permanent employee will be laid off as a direct consequence of the exercise of the employer's right to contract out or subcontract bargaining unit work;

d. The UHP President or designee shall be present at all meetings with employees convened under sections 2(a) or 2(b) above.

33.3 If the service to be contracted or subcontracted is not currently performed by the bargaining unit, and UConn Health embarks upon a new venture, then UConn Health has the discretion and right to establish contracts or subcontracts for such service(s). For purposes of this provision, a new venture means a defined department, division or program which is governed and operated by the contractor or subcontractor, wherein the services being performed by under the new venture are performed by employees of the subcontractor or contractor, and such new venture has never been a UConn Health department, division, or program. The contractor or subcontractor may utilize ancillary UConn Health services (i.e. booking, billing, etc.) Bargaining unit members providing services to contractors or subcontractors under this provision will be protected by and governed by the collective bargaining agreement.

33.4 When the service to be contracted or subcontracted is bargaining unit work and the contracting out or subcontracting will not create a situation where a bargaining unit member is working side by side and performing the same job/services as an individual who is not a member of the bargaining unit, then UConn Health has the discretion and right to establish contracts or subcontracts for such service(s).

33.5 The provisions of this Article shall expire automatically upon implementation of the successor collective bargaining agreement.

33.6 Implementation Possibilities Under The New Subcontracting Article/Examples

- If the service/work to be performed is not bargaining unit work, then UConn Health may obviously establish contracts or subcontracts with individuals or entities to perform such a service(s) or work.

- If the relevant service or work is clearly outside the domain or jurisdiction of the UHP, then UConn Health has unfettered prerogative to establish contracts or subcontracts.

- If UConn Health acquires a physician's practice – the physician becomes a UConn Health employee – the physician's staff becomes UConn Health employees – if the staff would be performing UHP bargaining unit work – then the staff would be UHP members governed by the collective bargaining agreement – the parties have agreed that if no one is on recall, the contractual posting requirements will be waived automatically. However, any vacancies in the acquired positions would be filled in accordance with the collective bargaining agreement. If someone is on recall, Article 20 will apply.

- If UConn Health affiliates with a physician's practice (does not acquire) – physician does not become a UConn Health employee – the physician's staff do not become UConn Health employees – if staff are performing work performed by UHP members – no UHP jurisdiction and UHP will not challenge.

- If UConn Health embarks upon a new venture, it may establish contracts or subcontracts in accordance with paragraph 3 of the new contract language.

- If the service(s)/work is bargaining unit work – and current employees are performing that work – and the employees are transferable under paragraph 2(a) – such service or work can be subcontracted unilaterally under paragraph 2

(a). In addition, such subcontracted or contracted arrangement can be expanded and UHP will not challenge.

- If the service(s)/work is bargaining unit work – and current employees are not "transferable" – then paragraph 2(b) of the new language applies. Under this scenario, the individual who rejects the offer to be transferred/retrained will continue to occupy the bargaining unit position the employee occupied and perform the work they performed. In addition, the exercise of the prerogative to subcontract under 2(b) cannot create a situation wherein a member of the bargaining unit is working side by side, performing the same services as an individual who is not a member of the bargaining unit.

Article 34
SUCCESSORSHIP

UConn Health shall include as a condition of sale or transfer of its ownership a disclosure that the purchaser may be deemed a legal successor. If UConn Health sells or transfers its ownership in part or in its totality, and the purchaser/transferee is deemed a legal successor (as defined by statute and/or common law, such factors are specified in a side letter as they exist today and will be automatically modified as they change), such purchaser/transferee will be obligated to recognize and bargain with the UHP bargaining unit in accordance with the legal obligations and responsibilities of a successor. If UConn Health sells or transfers its ownership in part or in its totality, all affected employees shall be entitled to their contractual rights. Nothing in this article shall supersede or in any way impact the subcontracting article or the savings clause. Nothing herein shall operate to impose the terms and conditions of this article or this Agreement on any employees not includable in the bargaining unit described in Article 1 of the Collective Bargaining Agreement between UConn Health and the UHP. This Article shall apply only to transactions involving a private sector purchaser/transferee.

In determining whether an entity is a legal successor, the following elements or factors are currently applied:

1. substantial continuity of the identity in the business enterprise;
2. continuity of the workforce;
3. continuity of the employing industry;
4. continuity of the appropriate bargaining unit
5. the effect of a hiatus between the transaction and the commencement of operations.

The above given factors are defined specifically through the common law and will be automatically modified as they change.

MEMORANDUM OF AGREEMENT VACATION REQUESTS FOR UHP MEMBERS IN THE CREATIVE CHILDCARE CENTER

During the first two weeks of September, UHP members in the Creative Childcare Center will submit requests for up to two weeks (ten work days) of vacation during the following calendar year. These requests will be granted in seniority order, except that requests for a full work week (Monday through Friday) will take precedence over requests for less than a full work week. Each request for a full work week will be considered a separate request, as will requests for less than a full work week. Parttimers need only request their entire work week to have their requests considered as full-week requests.

The Creative Childcare Center Director will respond to these vacation requests in writing by the end of September. During the summer months, at least two staff members at a time will be permitted to take vacation leave. The Center Director will cooperate to try to allow two staff off during the rest of the year, and will do her best to insure that each employee gets to take two weeks vacation each year. Employees whose requests cannot be

granted will be placed on a "waiting list" which will be considered in order by date submitted.

All other vacation leave requests will be handled in accordance with the UHP contract, except that additional requests for the following calendar year will not be permitted any earlier than October 1st of the preceding year.

Seniority for the purposes of this Agreement shall be calculated as stated in Article 27, as of August 15th of each year (except for September, 2004, for which seniority will be as of August 19th). Ties in seniority date will be broken by the following method: alphabetically by the last name, with the lowest letter the most senior in the 2004 selection process. In 2005 and subsequent years, if this agreement is continued, seniority shall rotate alphabetically among those tied.

Original signed 9/2/04

MEMORANDUM OF AGREEMENT
CERTIFICATION BONUSES

All bargaining unit employees who have passed their probationary period in the positions listed below who acquire the specified certification within the parameters outlined below while employed at UConn Health shall receive a bonus of $500.00 as a one-time lump sum payment, not added to base salary, to be included in the first pay period of April or August or December, following written verification of the certification to UConn Health Human Resources.

A. Lump Sum Bonus

1. Registered Nurses who acquire Professional Nursing Certification (requires two years of continuous employment and approved in advance by the Director of Nursing or designee.)

2. Medical Technologists and Clinical Laboratory Supervisors in the Department of Laboratory Medicine who acquire ASCP Certification.

3. All Diagnostic Radiologic Technologists who have successfully completed the advance practice examination in a Specialty designated area of assignment as conducted under the authority of the American Registry of Radiologic Technologists (AART).

4. Poison Information Specialists who acquire certification.

5. All employees of the Department of Medical Staff Services who are directly involved in credentialing activities for UConn Health and acquire certification as Certified Provider Credentialing Specialist (CPCS) or Certified Medical Credentialing Specialist (CMCS).

6. Employees certified as Registered Cardiovascular Invasive Specialist.

7. EAP Counselors who acquire certification as a Certified Employee Assistance Professional.

8. Diabetes Education Program Coordinators who acquire certification in that area.

9. Physical Therapists who acquire certification in orthopedics or Sports Medicine.

10. Chaplains who acquire certification as a Supervisor Candidate by the Association for Clinical Pastoral Education.

11. Pulmonary Function specialists and lead pulmonary function specialists, medical sonographers and lead medical sonographers and occupational therapists in the NICU who acquire certification in that area.

12. Eligible employees in the Department of Rehabilitation Services who acquire a professional certification.

B. Maintenance of Certification

In the Above Certification areas where continuing education is required to maintain certification, $100 per year will be provided to each employee who successfully maintains said certification.

C. The parties agree to discuss adding other job titles to this list if certification issues arise. If UConn Health requires current employees to become certified, UConn Health will reimburse the employee for the cost associated with obtaining such certification through an employer approved certification program for the affected employees.

These agreements are without precedent for either party in any pending or future situation. Originals signed 5/95, 8/14/95, revised 3/06, revised 3/22.

MEMORANDUM OF AGREEMENT
DEPARTMENT OF INFORMATION TECHNOLOGY
ON CALL

This Agreement is to provide needed IT expertise to support UCONN Health systems as designated by management as requiring 24/7 coverage. These systems and areas presently include Network, Server, interface, Clinical and Business Applications and Citrix/Virtual Environments. In the future, it is likely that other systems will be added that will need this support.

- At least 60 days prior to the start of on call coverage in an area, UConn Health will provide written notice to current employees and the Union as to who will be affected.
- New employees to an on call area will be integrated into the on call schedule as soon as management determines they are properly trained.
- On call schedules will be posted at least 4 weeks in advance.
- Volunteers may sign up for coverage for the first week the schedule is posted. Management will equitably distribute on call among qualified volunteers.

- If there are no volunteers after the first week, on call coverage will be assigned by management to employees with appropriate skills. On call coverage will be rotated by seniority among these employees. Employees may be assigned call no more than once every three weeks.
- On call responsibility will be on a weekly basis, with the week coinciding with the pay week, Friday to Thursday.
- Employees placed on call will be provided with a cell phone, beeper, and other necessary means of providing remote support.
- Manager to call phone numbers will be provided for the on call schedule.
- An employee is responsible for doing their assigned on call unless they find an appropriate replacement and have advance approval of their manager for the change.
- Employees may swap or volunteer for another employee's call time, with the advance approval of their manager.
- The parties will review this on call system and agree to discuss issues as they arise.

Compensation and Response Time:

- Employees who volunteer to be on call will be paid a flat rate of $500 per week for carrying the pager. Employees who are assigned to be on call will be paid a flat rate of $300 per week for carrying the pager.
- The on call employee will be expected to return a page/call as soon as possible but within 20 minutes and must begin work on the problem, remotely or on site as necessary, within 1 hour of receiving the original page.
- Time worked on site or from a remote location will be compensated as straight time compensatory time.
- Employees will receive a minimum of one hour compensation for the first call they receive each on call

day. After the first call, employees working from a remote location will receive compensation for the actual time they work.

- If the employee works on site, a minimum of 2 hours will apply.
- Employees who work on a major holiday will be compensated in accordance with the provisions of Article 8.4a.

Effective 7/1/06, rev 3/22

MEMORANDUM OF AGREEMENT
DEPARTMENT OF LABORATORY MEDICINE

SCHEDULING PRACTICES

In order to fill a schedule (prior to the schedule being posted), the following guidelines will be used:

- A Schedule List will be developed and posted with part-time and full-time Medical Technologists I and II who are cross trained in the areas in reverse seniority order (least senior first).
- Any open shifts will be posted for volunteers.
- If an employee volunteers to fill an open shift, their name will be removed from the Scheduling List.
- If there are no volunteers, the order of the scheduling list will be used to cover any open shift as long as the employee does not exceed their FTE.
- Open shifts that remain that management determines need to be filled will be posted and filled in accordance with the procedure outlined in Article 14.15.

After the schedule is posted, the following guidelines will be used for unanticipated absences:

- When an open shift occurs volunteers will be solicited.
- If there are no volunteers, and management determines the shift needs to be filled, the Urgent Shift Availability (USA) procedure in Article 15.3 may be used. No credit will be given on the scheduling list for these shifts.
- If there are no volunteers and no one has signed up for USA and the shift needs to be filled to provide coverage, the emergency coverage policy will be invoked.

VACATION SCHEDULING

The parties agree the year for vacation scheduling purposes shall begin on May 1st and end on April 30th. It is accepted that vacation requests for future years need not be approved until February 7th of the preceding year.

Vacations will be limited to (2) two weeks during prime time (June 15th through September 15 th, and the weeks including Thanksgiving, Christmas and New Year's Day). Additional vacation leave may be granted based on availability. A rotating seniority list will be used to determine vacation selection for Christmas week only.

A seniority list and sign up sheet will be posted January 15th for vacations in the period May 1 st of the current year to April 30th of the following year.

Vacation requests submitted by February 1st will be considered on a basis of relative seniority.

Vacation requests submitted by February 1st will be responded to and posted on February 7th.

All other vacation requests for vacation year will be handled in accordance with Article 13.1e.

The week shall be defined as Monday thru Sunday. A request for a week off verses individual days will have priority. Part-time employees requesting their entire workweek off meet this requirement.

Section 14.10a and 14.10b are incorporated as part of this policy.

Notes:

- A seniority list shall be developed and posted.
- An employee must be certain that they will have accrued enough time off before the time for the vacation is to take place
- If an employee elects to take a week off and has bumped another employee with less seniority, they must take the week off and not reduce it to a few days.
- Clinical Laboratory Supervisors are not included in the determination of how many employees may be granted vacation in a given area.
- If an employee who elected to take a week off decides not to take a vacation, they should inform their supervisor at least two months in advance. At that time, an employee who got bumped may then be granted the vacation time, if operating needs of the department allow it.

HOLIDAY SCHEDULING

- A major holiday schedule will be developed concurrently with the vacation schedule.
- The six major holidays for the year shall be posted on January 15th for volunteers to sign up to work any shift. This posting will remain up until February 15th.
- Notwithstanding Article 8.3a, if slots remain after the posting for volunteers, they shall be filled by assigning the least senior employee in that area who has not worked that holiday in the last three years to work that holiday. This assignment is to be

made regardless of the shift of the vacancy and employee. Assignments will be posted by March 1st.

- All slots shall be filled using this procedure until all major holidays and shifts are covered.
- Seniority as defined in Article 27 shall be used (UCONN Health seniority).

MANDATORY CROSS TRAINING

Employees who were originally hired as evening or night staff will continue to receive their shift differential payments and night shift bonus for core laboratory cross-training that extends beyond two weeks. The differentials and bonus will only be paid for training time in excess of the two week period.

Originals signed 2/24/95 and 5/98, revised 3/02, 2/06.

MEMORANDUM OF AGREEMENT
MANAGEMENT EXCLUSIONS

There shall be a list of current positions which are exempt from the University Health Professionals bargaining unit. Such lists shall be distributed in accordance with Section 1.3 of this collective bargaining agreement.

Changes may be made to the above list using the following process:

A. Any bargaining unit position, either vacant or with an incumbent, which UCONN Health believes should be exempt from the bargaining unit or the Union believes should be returned to the bargaining unit shall first be discussed at meetings (held annually during the month of July or at another time acceptable to both parties) with the Union. No exclusion/inclusion shall be

made until the parties so agree or a decision by an appropriate forum is rendered.

B. If a filled or vacant bargaining unit position is reclassified into a non-bargaining unit position with a nonbargaining unit title, UCONN Health shall notify the Union prior to its exclusion and meet with the Union if requested to do so.

C. The Union shall be notified of new professional staff positions other than faculty, directors or higher classifications. If the Union believes these titles properly belong within the bargaining unit and UCONN Health believes they belong outside the bargaining unit, the parties shall meet to discuss their inclusion or exclusion from the bargaining unit.

D. If the parties fail to agree on the inclusion of a position in items (A), (B) and/or (C) above, the Union may seek the remedy through an appropriate statutory forum. UCONN Health agrees to pay all agency fees for any position which has been excluded but was found to properly belong in the bargaining unit from the time the claim is made.

E. If the parties fail to agree on the exclusion of a position in item (A) above, UCONN Health may seek the remedy through an appropriate statutory forum. The Union agrees to reimburse all agency fees for any position which has failed to be excluded but was found to properly belong out of the bargaining unit from the time the claim is made.

F. This Agreement shall continue to be in effect until the parties mutually agree to its termination.

MEMORANDUM OF AGREEMENT
MARKET ADJUSTMENTS

1.Nurse Anesthetist. As a result of the negotiations held in accordance with the provisions of the SCOPE agreement, Section 4.1 (Recruitment and Retention) all employees slotted in the position of Nurse Anesthetist, evaluated at salary group 11, will be paid at salary group 13, as of 1/03 in salary group 14, as of 7/8/05 in salary group 16, as of 6/23/06 salary group 22.

2.Nurse Practitioner/Physician Assistant. Consistent with Article 26.7, agreement has been reached between the parties on April 29, 1996, to place the Nurse Practitioner/Physician Assistant classifications on salary group 14 of the UHP salary scale as a market adjustment. This market adjustment increased to SG 16 effective 7/8/05.

3.Pharmacist/Pharmacy Clinical Coordinator. The salary group for the **Pharmacist** job classification will be increased to SG 16 (effective 8/18/06). The salary group for the **Pharmacy Clinical Coordinator** job classification will be increased to SG 18 (effective 8/18/06).

4.Radiology Job Classifications. The salary groups for classes in the Radiology Department will be increased as follows:

Diagnostic Rad Tech: from SG 4 to SG 5
Diagnostic Rad Tech (Mammography): from SG 4 to SG 7 (will use Spec Rad Tech)
Spec Radiologic Technologist: from SG 5 to SG 7
Lead Radiologic Technologist: from SG 6 to SG 8
Diagnostic Med Sonographer: from SG 5 to SG 7
Clinical Radiologic Supervisor: from SG 9 to SG 11
Echocardiogram Tech: from SG 4 to SG 7 to SG9 (effective 5/27/05)
Lead Echocardiogram Tech: from SG 8 to SG 10
Lead Diagnostic Medical Sonographer: from SG 6 to SG 8

5.Clinical Nurse Specialist. The salary group for the Clinical Nurse Specialist will be increased to SG 10, and to SG 13 on 5/27/05.

6.Nuclear Medicine Technologist. The salary group for the **Lead Nuclear Medicine Technologist** will be increased to SG 9. The salary group for the **Nuclear Medicine Technologist** will be increased to SG 8.

7.Radiation Therapy. The salary group for **Radiation Therapy Technologist** will be increased to SG 9. The salary group for **Lead Radiation Therapy Technologist** will be increased to SG 11.

8.Medical Dosimetrist. The salary group for the Medical Dosimetrist will be increased to SG 13 effective 4/1/05 and increased to SG 16 effective 8/14/20.

9.Clinical Nurse Supervisor. The salary group for the Clinical Nurse Supervisor will be increased to SG 12 for those individuals who are not red-circled in the classification.

10. Clinical Perfusionist and Clinical Perfusionist Coordinator. The salary group for Clinical Perfusionist (SG20) and Clinical Perfusionist Coordinator (SG21) are increased to SG 22 effective 07/06/18.

These salary group increases will remain in effect for the foreseeable future. However, the actual salary groups will remain as previously designated by the Willis job evaluation system. If at some future time market conditions change and UCONN Health reverts to the actual salary groups, all staff being administered on the higher groups will be grandparented and continue to be administered on those higher groups.

This Agreement is without precedent for either party in any pending or future situation.

Originals signed 4/3/96, 7/97, 7/15/99,3/9/01,11/2/01, 11/15/02, 12/02, 1/8/03, 3/21,03, 5/12/04, 4/1/05, 5/27/05, 7/8/05, 3/21/06, 8/29/06.

MEMORANDUM OF AGREEMENT
MED SURG 5

In order to ensure the safety and training of UHP employees, the parties agree to the following:

1. Staffing level shall be at least two staff nurses and one medical assistant for 12 patients. Staff will be added appropriately as more beds are filled.

2. The maximum in-patient load is to be 16.

3. Name tags will just have first names.

4. An audible alert shall be in place that can be heard throughout UCONN Health.

5. There shall be at least one reverse pressure room.

6. In-patients shall be shackled to the beds at all times unless deemed medically inappropriate.

7. Patients being transferred shall be shackled to a wheelchair or gurney.

8. UHP shall attend at least one of every training course if any changes are made with a security impact.

9. Supplemental Staffing on Med Surg 5: Staff hired before 10/1/98 will float to Med Surg 5 on a volunteer basis, unless there is an emergency situation (i.e. in a code yellow level

type emergency). Staff hired 10/1/98 and later will be required to float to Med Surg 5, as appropriate, when needed.

Original signed 12/15/95, revised 3/02, 3/06.

MEMORANDUM OF AGREEMENT
SCHEDULING PRACTICES
NEONATAL INTENSIVE CARE UNIT

UCONN Health and University Health Professionals agree to the following scheduling practices for Christmas/New Year's scheduling (December 18th – January 4th) in the Department of Nursing Neonatal Intensive Care Unit.

1. Up to three people will be allowed off duty daily for the purpose of vacation.

2. The employees will be granted a maximum of six continuous days off, including holiday time, vacation time, and compensatory time and X day.

3. All requests for time off during the December 18th-January 4th period must be submitted in writing by March 1st and responses will be granted by May 1st.

4. A rotating seniority list, according to Article 27, will be established so that the same individuals will not get holiday/vacation time off year after year during the December 18January 4th time period.

5. This agreement does not prevent UCONN Health management from granting vacation time, etc. to more than three employees.

6. Any requests submitted after the designated period in Number 3 will be considered after those submitted during the period.

7. No precedent for any pending or future situation.

Original signed 6/99

MEMORANDUM OF AGREEMENT
NURSE PRACTITIONERS/PHYSICIAN ASSISTANTS IN THE NEONATAL INTENSIVE CARE UNIT

1. Nurse Practitioners/Physician Assistants are Tier 1 salaried employees, FLSA exempt. Scheduling rotations will be based on average schedule of approximately eighty (80) hours per pay period.

2. Schedules will be posted in four (4) week blocks.

3. Nurse Practitioners/Physician Assistants in conjunction with physicians are responsible for twenty-four (24) hour, seven (7) days per week patient care. For the purposes of vacation, sick, and personal leave, a day will be defined as eight (8) hours. Therefore, when Nurse Practitioners/Physician Assistants work 10, 12, 14, or 16 hour schedules, time off will be reflected on an hour for hour basis, based on the individual's schedule.

4. For the purposes of Holidays, each Nurse Practitioner/Physician Assistant will receive the twelve (12) paid holidays per year as per contract. The holiday hours shall be the twenty-four (24) hour period from 12:00 a.m. to 11:59 p.m.

Original signed 2/92, revised 3/06.

MEMORANDUM OF AGREEMENT
NURSE ANESTHETISTS SCHEDULES AND WORK HOURS

This is an agreement between UCONN Health (Employer) and the University Health Professionals (Union) concerning the schedules and hours of work of the Nurse Anesthetists in the bargaining unit.

There shall be shifts of the following duration and time

7:00 am – 3:30 pm	weekdays	no differential
9:00 am – 5:30 pm	weekdays	no differential
3:00 pm – 7:00 am	weekdays	differential of 15% from 3 pm – 11 pm differential of 20% from 11 pm – 7 am
7:00 am – 5:30 pm	weekdays	no differential
7:00 am – 7:00 am	weekends	differential of 25% plus
7:00 am – 3:00 pm		no differential
3:00 pm – 11:00 pm		15% differential
7:00 am – 7:00 am	weekdays	voluntary basis as needed by seniority as per Article 27
7:00 am – 3:00 pm		no differential
3:00 pm – 11:00 pm		15% differential
11:00 pm – 7:00 am		20% differential

All call and weekend time shall be assigned on a rotation basis by seniority as per Article 27. Overtime at time and one half shall be paid after 40 hours paid in a week or any time past regular scheduled shift. The 9:00 am – 5:30 pm shift will only be used to assure 2 people on duty when there is no one on the 7:00 am-5:30 pm shift, unless the hours of the OR are extended or other operational needs arise, in these cases, the parties will meet as per the contract.

If members are scheduled to work on a holiday (defined as 7 am – 7 am) they shall earn comp time for the whole scheduled shift.

There shall be made available a minimum of $2,000.00 per year per person for professional development.

All shifts can be switched as long as the switch does not generate overtime.

Original Signed 12/97, revised 3/02

MEMORANDUM OF AGREEMENT RECRUITMENT AND RETENTION BONUS NURSE ANESTHETIST

1. The parties agree to provide a one time $30,000 sign on bonus to new Nurse Anesthetists hired by UCONN Health. The sign on bonus will be paid as follows: $10,000 in the employee's first UConn Health paycheck, $10,000 in the paycheck encompassing the employee's second anniversary and $10,000 in the pay period encompassing the employee's third anniversary. This bonus will be prorated for part-time employees based on their FTE at the time of payment, and is subject to applicable taxes and other deductions. This recruitment bonus will stay in effect for the foreseeable future but may be discontinued by UCONN Health with 30 days notice to UHP.

2. This agreement is without precedent for either party in any pending or future situation.

Original signed 1/8/03, 7/06, 11/16/06

MEMORANDUM OF AGREEMENT HOLIDAYS FOR PART-TIME EMPLOYEES

1. There is no change in contractual language or current practice for Tier 1 employees for either scheduling or compensation.

2. There is no change proposed in compensation for Tier II parttime employees who work a holiday.

3. There is no change proposed in compensation for Tier II parttime employees with fixed schedules who do not work a holiday.

4. The changed language for Tier II part-time employees without fixed schedules when they do not work a holiday is implemented as follows:
   Employees will receive comp time for any holiday not worked based on the ratio of their FTE (as it stands on that holiday) to that of a full-time 8 hour employee. The comparison to 8 hours will be followed for both 8 and 12 hour shift employees. The comp time would be placed in the employee's bank to be used when a day off in the regular schedule is requested and approved.

5. There is no change in the way Tier II part-time employees are scheduled for holidays as a result of the revised language.

   Original 6/99, revised 3/02

MEMORANDUM OF AGREEMENT
PERSONAL LEAVE DAY IMPLEMENTATION

2022		
Employee's Birth Month	**Old PL To Be Taken By**	**New PL Awarded On**
January	1/13/2022	1/14/2022
February	2/10/2022	2/11/2022
March	3/10/2022	3/11/2022
April	4/7/2022	4/8/2022
May	5/5/2022	5/6/2022
June	6/2/2022	6/3/2022
July	6/30/2022	7/1/2022
August	8/11/2022	8/12/2022
September	9/8/2022	9/9/2022
October	10/6/2022	10/7/2022
November	11/3/2022	11/4/2022
December	12/1/2022	12/2/2022

2023		
Employee's Birth Month	**Old PL To Be Taken By**	**New PL Awarded On**
January	1/12/2023	1/13/2023
February	2/9/2023	2/10/2023
March	3/9/2023	3/10/2023
April	4/6/2023	4/7/2023
May	5/4/2023	5/5/2023
June	6/1/2023	6/2/2023
July	7/13/2023	7/14/2023
August	8/10/2023	8/11/2023
September	9/7/2023	9/8/2023
October	10/5/2023	10/6/2023
November	11/2/2023	11/3/2023
December	11/30/2023	12/1/2023

2024		
Employee's Birth Month	**Old PL To Be Taken By**	**New PL Awarded On**
January	1/11/2024	1/12/2024
February	2/8/2024	2/9/2024
March	3/7/2024	3/8/2024
April	4/4/2024	4/5/2024
May	5/2/2024	5/3/2024
June	6/13/2024	6/14/2024
July	7/11/2024	7/12/2024
August	8/8/2024	8/9/2024
September	9/5/2024	9/6/2024
October	10/3/2024	10/4/2024
November	10/31/2024	11/1/2024
December	12/12/2024	12/13/2024

2025		
Employee's Birth Month	**Old PL To Be Taken By**	**New PL Awarded On**
January	1/9/2025	1/10/2025
February	2/6/2025	2/7/2025
March	3/6/2025	3/7/2025
April	4/3/2025	4/4/2025
May	5/1/2025	5/2/2025
June	6/12/2025	6/13/2025
July	7/10/2025	7/11/2025
August	8/7/2025	8/8/2025
September	9/4/2025	9/5/2025
October	10/2/2025	10/3/2025
November	11/13/2025	11/14/2025
December	12/11/2025	12/12/2025

MEMORANDUM OF AGREEMENT
RADIOLOGY SCHEDULING

In accordance with Article 14.11, Tier 2 employees working a regular eight (8) hour shift shall have sixteen (16) hours between regularly scheduled shifts except where otherwise agreed to by the parties. Employees may volunteer to work shifts with less than a sixteen (16) hour interval, prior to the posting of the schedule.

All requests for time off should be submitted at least twenty one (21) days in advance of the schedule being posted to allow for posting for volunteers to cover time off requests. A draft schedule will be posted in the Department prior to the final schedule being posted for volunteers to sign up for open shifts. All postings shall be available at all Radiology worksites.

In regards to filling vacant shifts on the final schedule the following process will apply:

1) When the final schedule is posted, JDH Radiology management shall post a schedule of open shifts that management has determined to fill. These slots will be filled in accordance with the procedures in Article 14.14. If more volunteers sign up than spaces available, seniority shall control on a rotating basis.
2) After the final schedule is posted for one week, Radiology management can utilize per diem and/or nonbargaining unit staff to fill vacant shifts.
3) Part-time Radiology staff may bump per diem and /or non-bargaining unit staff from the schedule if at least 72 hours notice of such desire is given, unless per diem and/or non-bargaining unit staff have committed in writing to cover a specific portion of a specified employee's leave of absence, e.g. every other Tuesday for the duration of the leave.

The Radiology on-call system may be expanded at the discretion of management to include all diagnostic radiologic technologists. The on-call system will be used to cover short-term, unexpected absences or unexpected increases in patient census. It will not be used to fill holes in the schedule or to cover long-term absences. Article 15.4 shall apply.
Radiology, at management's discretion, will utilize the Urgent Shift Availability (USA) system in Article 15.3 for all areas of Diagnostic Imaging and Therapeutics.

Any issues arising over this Agreement will be referred to the committee designated in Section 19.13.

Original signed 10/91, revised 3/02, 3/06.

MEMORANDUM OF AGREEMENT
RADIOLOGY
ULTRASOUND/VASCULAR ON CALL

The parties agree that the existing on call system in the Radiology Ultrasound/Vascular unit will be expanded effective July 1, 2006, to cover emergency exams. In all respects, the ultrasound/vascular on call will function the same as the other established on call in Radiology. On off hours/weekends/holidays etc., the radiologist or radiology resident will determine if the on call technologist needs to be called in for the emergency exam. On call will be utilized, at management's discretion, for all off shifts.

Employees are free to swap days, with written approval, as long as coverage is maintained.

Original signed 7/22/02, revised 3/06

MEMORANDUM OF AGREEMENT
REGISTERED NURSE RECRUITMENT BONUS

The parties hereby agree to extend the Agreement originally signed in 1999 regarding this subject, such that:

1. All registered nurses hired into the Department of Nursing on or after April 1, 2001, with two or more years of experience specific to the area of nursing for which they are hired, will receive a $3,000 bonus.

2. The bonus will be paid as follows:

Upon the employee's successful completion of the working test period, half of the amount of the bonus ($1,500) will be paid. The other half ($1,500) will be paid six months later.

3. Part time registered nurses, hired as specified above, will receive a pro-rated share of the bonus, based on their percentage of employment reflected on their assignment authorization at the time of payment.

4. This agreement is in effect until June 30, 2010, when its effectiveness and the necessity for it to continue will be reevaluated. It will continue automatically after that date unless the parties agree to discontinue it.

Original signed 8/99, revised 5/01, 3/02, 3/06

MEMORANDUM OF AGREEMENT
12 HOUR SHIFT AGREEMENT

1. Agreement pertains only to staff in the bargaining unit who work some pattern of 12-hour shifts. No employee hired to work an 8-hour shift shall be forced to work a 12-hour shift.

2. It is important to remember that there must always be enough operational FTEs to exercise the 12-hour shift agreement. If the number of FTEs decreases and is not adequate, the manager/department head will give the staff a four (4) week notification of the change back to eight (8) hour shifts until the number of FTEs increases.

3. There are several 12-hour shift patterns that may be adapted to a specific unit to meet its individual needs.

   - 12-hour shifts may be done by the majority of the staff working on a unit.

   - 12-hour shifts may be adopted in addition to a number of staff members working an 8-hour schedule.

   A combination of 8 and 12 hour staff may be done depending on the staffing needs of an individual unit and the number needed as determined by the manager/department head. As management makes these options available, assignments will be voluntary and in accordance with Article 27 seniority.

   - 12 hour shifts may be done only on weekends, with the staff working 12 hour shifts every third weekend. It is permissible for staff to choose to work more weekends than every third.

   - 12 hour shifts may be worked as two 12-hour shifts and two 8 hour shifts with 12 hour shifts on every third weekend.

   - Any pattern of 12-hour shifts may be adopted to meet a unit's individual needs once the staff has voted for that pattern, and it is reviewed and approved by the bargaining unit, Management and HRD.

4. Pattern for all of (majority) working straight 12-hour shifts.

WEEK	HOURS WORKED	HOURS PAID
1	36	36
2	36	36
(Pay Period)	(72)	(72)
3	36	36
4	48	52
(Pay Period)	76 hours straight; 8 hours time and ½	88*
	156	160
13 schedules per year 2080 hours**		2028 hours

*Pay is equivalent to 88 hours of straight time.

**Annual salary for full time employees, take home pay remains equivalent to 2080 hours as outlined above.

Scheduling practices for all or majority straight 12 hour shifts.

- A full time employee will work three 12-hour shifts per week. One week out of four, the individual will be scheduled for a fourth 12-hour shift.

- Scheduling will be done to provide a maximum of three days in a stretch and every attempt will be made to follow with two days off.

5. Pattern for all or (majority) working 12 hour shifts with one 8 hour shift per pay period:

Paid hours = 80 hours in two weeks for full time people using a combination of 8 hour and 12 hour shifts.
One week = 36 hours and the next week = 44 hours. For a total of 80 hours in a two week period.
(Part-timers will be scheduled for 40 hours or less per week).

WEEK	HOURS WORKED	HOURS PAID
1	36	36 of straight time
2	44	40 of straight time 4 of time and ½
(PAY PERIOD)	(80)	(82)*

* Pay is equivalent to 82 hours of straight time.

6. Scheduling practices for 12 hour staff with one 8 hour shift per pay period:

A full time employee will work three 12-hour shifts one week. The second week of the pay period the employee will work three 12-hour shifts and one 8-hour shift. This scheduling practice can be changed through negotiations between the manager/department head and the staff members if the need arises (i.e. working holidays around a weekend on).

7. Weekend Patterns:

- When in the judgment of the manager/department head staffing and workloads permit, staff members, who are scheduled to work 12-hour shifts on a routine basis, will normally be scheduled for a regular pattern providing every third weekend on duty.

- When an every third weekend pattern is in effect, Article 14.8(a) will not apply. The extra duty free weekend in Article 14.10b (two week vacation, middle weekend off) will be granted once per calendar year.

- When the pattern for weekend assignment is changed to facilitate scheduling for vacations and other requests, the employee will return to the weekend pattern that had been in effect as soon as possible.

- An every other weekend pattern can also be scheduled when 12-hour shifts are in effect, if that is all the number of operational F.T.E.s for a unit allows. (Article 14.8(a) and 14.10 of the UHP contract will then apply), or that is the pattern selected by the staff member with the approval of the manager/department head.

8. Scheduling practices for 12 hour shift/every third weekend staff:

When a full time employee works their 12-hour weekend, they get another day off within the two-week pay period. This gives them 80 hours in the two-week period. (The employee works 9 shifts instead of 10 (two 12 hour shifts and seven 8 hour shifts = 80).

9. Weekend differential for 12 hour shift/every third weekend staff:

The employee is scheduled to work 12-hour shifts every third weekend. Weekend differential will be paid between the hours of 7:00 a.m. Saturday through 7:30 a.m. Monday.

10. Shift Differential:

- Tier II employees who work the 12 hour shift (7:00 a.m. - 7:30 p.m.) receive an evening shift differential at 3:30 p.m. until the end of the Shift (see Article 14.13(e) of the UHP contract).

- Tier II employees who work the 12-hour evening/night shift (7:00 p.m. - 7:30 a.m.) shall be paid the evening shift differential for 4 hours (7:00 p.m. - 11:00 p.m.) and the night shift differential for 8 hours between (11:00 p.m. - 7:30 a.m.).

- For other 12 hour shifts that are eligible for shift differential as described in Article 14.13, evening shift differential is paid from either 3 p.m. to 11:30 p.m. or 4 p.m. to 12 midnight, and night shift differential is paid from either 11 p.m. to 7:30 a.m. or 12 midnight to 8 a.m. (depending on the Department's shift hours).

11. Overtime:

Overtime will be paid at the rate of time and ½ and is paid for all hours over 40 per week. For employees working twelve (12) hour shifts only on weekends, time and ½ overtime will be paid only for time worked over 8 hours on the eight hour scheduled work days. (See Article 15 of the UHP contract for other situations).

12. Leave Time:

Sick time and vacation time are accrued at the full-time rate which is equal to 120 annual hours. They will be charged in 8 or 12 hour blocks, based on the time schedule posted and that employee's usual weekly combination (i.e. can't switch to 8 hour days to increase number of days away from the unit if normal schedule is always in 12 hour blocks).

13. Holiday Pay:

Based on the time schedule posted for 8 or 12 hour shifts, working on a holiday the employee will receive:

- 8 or 12 hours of compensatory time based on the regular hours scheduled to work.
- 12 hours pay for 12 hours worked.
- Time and ½ for major holidays worked.

When scheduled for an "H" day 8 or 12 hours is paid based on the regular hours scheduled to work. When scheduled for an "X" day, 8 hours of compensatory time is earned.

- For the pattern of two 12-hour shifts, two 8-hour shifts and every third weekend, the holiday commitment will be an 8-hour shift unless it falls on the weekend.

- If a holiday falls on a weekend, the parties agree the holiday takes precedence over the weekend. That means that the holiday assignment takes precedent over the weekend assignment and that the employee will work the weekend of the holiday.

14. STAFFING AND EMERGENCY COVERAGE: The provisions of the contract, particularly Article 14 and Article 15 as they relate to staffing and emergency coverage will be utilized to insure that there is adequate coverage for patient care.

    It is important to remember, that there must always be enough operational F.T.E.s to cover weekends. If the number of operational F.T.E.s decreases and is not adequate, the manager/department head will give the staff a 4 week notification of the change back to 8 hour weekends until the number of F.T.E.s increase.

15. Previous Agreements:
    - The above items take precedence over previous agreements with any individuals.

    - The averaging agreement previously agreed to is rescinded (overtime will now be paid in accordance with Article 15.1).

- For employees working twelve (12) hour shifts only on weekends, time and ½ overtime will be paid for time worked over 8 hours on the eight hour scheduled work days.

REFERENCES: UHP Contract-Articles 14 and 15.

MEMORANDUM OF AGREEMENT
TEN HOUR SHIFTS FOR CARDIAC CATH LAB

The parties agree to establish a ten (10) hour shift in the Cardiac Cath Lab. The parties further agree as follows:

1. Employees must maintain an FTE that accommodates 10 hour shifts.

2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.

3. When scheduled to work a ten hour shift on a holiday the employee will receive:

    a. straight time for total hours worked on a minor holiday
    b. time and one half for total hours worked on a major holiday.
    c. the number of hours of compensatory time based on the regular hours scheduled to work. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.

4. Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per

regular hour worked. Leave time will be charged based on the time scheduled to work.

5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12.1.

6. The On-Call rotation will continue and employees will continue to be paid in accordance with Article 15.4.

7. In all other respects the contract will be followed.

This Agreement is without precedent for either party in any pending or future situation.

Original signed 10/5/04

MEMORANDUM OF AGREEMENT TEN HOUR SHIFTS FOR CARDIAC PULMONARY/HYPERTENSION UNIT

The parties agree to establish a ten (10) hour shift in the Cardiac Pulmonary/Hypertension Unit. The parties further agree as follows:

1. Employees must maintain an FTE that accommodates 10 hour shifts.

2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.

3. When scheduled to work a ten hour shift on a holiday the employee will receive:
    a. straight time for total hours worked on a minor holiday
    b. time and one half for total hours worked on a major holiday.
    c. the number of hours of compensatory time based on the regular hours scheduled to work. When

scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.

4. Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work.

5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12.1.

6. In all other respects the contract will be followed.

This Agreement is without precedent for either party in any pending or future situation. Original signed 5/27/05

MEMORANDUM OF AGREEMENT
TEN HOUR SHIFTS FOR ELECTROPHYSIOLOGY LAB

The parties agree to establish a ten (10) hour shift in the Electrophysiology Lab. The parties further agree as follows:

1. Employees must maintain an FTE that accommodates 10 hour shifts.

2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.

3. When scheduled to work a ten hour shift on a holiday the employee will receive:
   a. Straight time for total hours worked on a minor holiday

b. Time and one half for total hours worked on a major holiday
c. The number of hours of compensatory time based on the regular hours scheduled to work. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.

4. Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work.

5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12.1.

6. In all other respects the contract will be followed. Original signed 2/15/06

MEMORANDUM OF AGREEMENT
TEN AND TWELVE HOUR SHIFTS
FOR PHARMACY AND POISON CONTROL

This is an agreement between UCONN Health (employer) and the University Health Professionals (union) pertaining to ten (10) and twelve (12) hour (extended shifts) in the Pharmacy Department of John Dempsey Hospital and the Poison Control Center of UCONN Health. This agreement applies to Tier II employees only.

1. **OVERTIME** Shall be paid at time and one-half for all hours over 40 in a week or over 10 hours in a day on a 10 hour shift; or over 12 hours in a day on a 12 hour shift.

2. **HOLIDAY TIME** When scheduled to work a ten or twelve hour regular shift on a holiday the employee will receive:

   a. straight time for total hours worked on a minor holiday.
   b. time and one half for total hours worked on a major holiday.
   c. the number of hours of compensatory time based on the regular hours scheduled to work on the extended shift. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work on the extended shift. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.

3. **LEAVE TIME** Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work, and that employee's usual weekly combination.

4. **PERSONAL TIME** Will be credited as 24 hours for full time employees prorated for part time employees and shall be used in accordance with Article 12.1 a&b.

5. **WEEKEND DIFFERENTIAL** All Tier II employees who work the majority of their extended weekend shift between 12:01 a.m. Saturday until 12:01 a.m. Monday shall receive 25% of base salary as a weekend differential.

6. **SHIFT DIFFERENTIAL** Tier II employees on extended shifts shall receive a fifteen per cent differential for all hours worked between 3:00 p.m. and 11:30 p.m. and twenty per cent shift differential for hours worked between 11:00 p.m. and 7:30 a.m. and in accordance with Article 14.14.

7. **ON-CALL** for the Department of Pharmacy and Poison Control Center may be utilized at the discretion of management in accordance with Article 15.4.

8. **VOLUNTEER SHIFTS** A draft schedule will be posted in the Department of Pharmacy and the Poison Control Center, prior to the final schedule being posted, for volunteers to sign up for open shifts. When the final schedule is posted, each department shall post a schedule of open shifts that management has determined to fill. These slots will be filled in accordance with the procedures in Article 14.14.

9. **URGENT SHIFT AVAILABILITY (USA)** The Department of Pharmacy and Poison Control Center, at management's discretion, will utilize the USA system as referenced in Article 15.3.

10. **STAFFING COMMITTEE** Any issues over staffing will be referred to the committee designated in Section 19.13.

Original signed 12/90, revised 3/02.

MEMORANDUM OF AGREEMENT
TEN HOUR SHIFTS FOR RADIATION ONCOLOGY NURSING

The parties agree to establish a ten (10) hour shift in nursing radiation oncology. The parties further agree as follows:

1. Overtime shall be paid at time and one half for all hours over ten (10) in a day or forty (40) in a week.

2. Holidays for full-time positions will be paid for a ten (10) hour day. In all other respects, holidays will follow the contract.

3. Accruals and charges will be on an hour for hour basis based on a ten (10) hour day.

4. Personal leave time shall be twenty-four (24) hours for 1.0 FTE, pro-rated for part-time employees.

5. In all other respects the contract will be followed.

This Agreement will begin July 31, 1998 and is without precedent for either party in any pending or future situation.

Original signed 7/27/98.

MEMORANDUM OF AGREEMENT
Ten Hour shifts for ED Admission Specialists
reporting to revenue Cycle

The parties agree to establish ten (10) hour shifts for ED Admission Specialists reporting to Revenue Cycle effective March 1, 2018. These shifts will be offered first to those volunteering and if there are not enough volunteer's will be assigned based on seniority. The parties further agree as follows:

1. Employees must maintain an FTE that accommodates 10 hour shifts.

2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.

3. When scheduled to work a ten hour shift on a holiday the employee will receive:
   a. Straight time for total hours worked on a minor holiday.
   b. Time and one half for total hours worked on a major holiday.
   c. The number of hours of compensatory time based on the regular hours scheduled to work. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.

4. Sick time and vacation time are accrued per the collective bargaining agreement. Leave time will be charged based on the time schedule to work.

5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12. 1.

6. In all other respects the contract will be followed.

The Agreement is without precedent for either party in any pending or future situation.

Original dated 3/9/2018

MEMORANDUM OF AGREEMENT
NURSING SUPER SHIFT FOR
CRITICAL CARE FLOAT POOL AND ICU

This agreement ("Agreement") between UConn Health ("UCH") and the University Health Professionals ("UHP") (collectively the "Parties") is to ensure there is adequate weekend hospital coverage. Therefore UCH and UHP agree as follows:

1. UCH is creating a new weekend day and night shift for nursing staff in JDH ("super shifts") in the Critical Care Float Pool and the Intensive Care Unit (ICU). For purposes of this Agreement, the night shifts are: 7:00 p.m. Friday to 11:30 a.m. Saturday, and 7:00 p.m. Saturday to 11:30 a.m. Sunday. The day shifts are: from 7:00 a.m. to 11:30 p.m. Saturday, and 7:00 a.m. to 11:30 p.m. Sunday.

2. The super shifts/weekend position(s) will be scheduled to work 32 hours. Nonetheless, the individuals assigned to work these shifts and

who work the 32 hours will be paid as if they had worked 36 hours, and the position(s) shall be .90 FTE.

3. The super shifts /weekend position(s) shall be paid the current weekend differential for all hours worked during the super shift(s) as indicated in the collective bargaining agreement then in effect when the hours are worked. This weekend differential is not paid for any hours paid but not worked.

4. The weekend super shift is not eligible for any other shift differential, including Art 14.12 and Art 14.13, besides the weekend differential indicated in paragraph 3 above. However, if extra shifts are worked during the week, outside the regular schedule noted in #1 above, shift differentials will be paid in accordance with the contract.

5. This Agreement shall replace the December 23, 2020 Critical Care Float Pool Super Shift Memorandum of Agreement.

6. This Agreement is without practice or precedent or prejudice to either party, and cannot be used as evidence in any other proceeding.

Original dated 2/2021.

MEMORANDUM OF AGREEMENT
UCONN MEDICAL GROUP

Unscheduled travel between sites shall be compensated at the state mileage rate if transportation is not offered. For scheduled travel greater than 25 miles (one way) from the regular work site, the state mileage rate will be paid if transportation is not offered. State mileage will be paid in accordance with State regulations. Neither of these travel provisions shall apply to individuals hired in "float" positions.

Original signed 12/19/97; #8 signed 7/3/96; revised 3/02, 2/06, 3/22.

MEMORANDUM OF AGREEMENT
UMG
PILOT WORK SCHEDULES

In order to better accommodate the operating needs of the clinics, the parties agree to pilot a 4 ½ day work schedule and/or a 4 day work schedule in selected clinics as determined by management. These schedules will contain expanded hours of 7 am to 6 pm, as appropriate. In no event will any employee be scheduled for more than 40 hours in a pay week.

The parties agree to meet and discuss any concerns about the implementation of these pilot schedules, and will review them approximately 6 months after implementation. At that time, they may be continued indefinitely if the parties agree. If at any subsequent time management decides to discontinue the use of these schedules, a minimum of 30 days notice will be given to the Union and employees.

Original dated 3/06

MEMORANDUM OF AGREEMENT
VOLUNTARY LEAVE AGREEMENT

The parties agree to continue the voluntary leave program referenced in the SEBAC Agreement for the duration of the contract to the extent allowed by law.

UCONN HEALTH AND UNIVERSITY HEALTH PROFESSIONALS LOCAL #3837, AFT, AFT-CT, AFL-CIO

CONTRACT ADDENDUM FOR UNIVERSITY POSTDOCTORAL FELLOWS

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the State of Connecticut through the Board of Trustees for UCONN Health ("Employer") and University Health Professionals, Local #3837, AFT, AFTCT, AFL-CIO ("Union") in order to fix the terms and conditions of employment for those employees classified as University Postdoctoral Fellows added to the bargaining unit as a result of the Report Upon Secret Ballot of the Connecticut State Board of Labor Relations, Case No. SE-23740, dated August 28, 2003.

The following sets forth the agreement of the parties with respect to modifications of the current collective bargaining agreement between UCONN Health and the Union, as it applies to University Postdoctoral Fellows. Any Article not mentioned in the Agreement is in effect without modification.

Article 1 – Recognition
Article 1 is in effect with the exception of the references to personal leave in Section 1.4.

Article 6 – Grievance Procedure Section
6.7 is modified as follows:

6.7 General Provisions.

a. Any grievance not presented in writing within thirty (30) weekdays of the occurrence or the knowledge of the occurrence of the conditions giving rise thereto, shall not thereafter be considered a grievance under this procedure.

b. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.

c. Failure by the Employer to respond to the grievance and the Union within the time limits specified at any step allows progression to the next step.

d. Meetings held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be defined as aggrieved employees, their Union representative(s) and qualified witnesses.

At least one meeting shall be held with the immediate supervisor and the Union (and the grievant if the grievant so desires) at the informal stage and/or at Step One of the grievance procedure.

e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose unless agreed to by the parties.

f. Non-contractual grievances terminate with the Executive Vice President or designee as the final step and are not subject to arbitration.

g. The filing of a notice to proceed to arbitration shall constitute a waiver of rights to judicial review by either party.

h. All time limits above may be extended by mutual agreement of the parties.

i. Non-renewal of an employee with an ending date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding the employee's position is not subject

to either the contractual or non-contractual grievance procedure provided the employee is informed of the terms of their employment in writing at the time of employment.

j. Participants in the grievance procedure shall be protected under the provisions of Connecticut State Statute 5-271.

k.The following shall not be subject to the grievance procedure: failure to continue a postdoctoral fellow after the end date of their appointment letter or separation or reduction because of a lack of grant funding after the end date of their appointment letter.

The rest of Article 6 is in effect.

Article 8 – Holidays
Article 8 is not in effect and is replaced by Article 35.

Article 9 – Transfers
Article 9 is in effect with the addition of the following language:
Section 9.4. A University Postdoctoral Fellow with more than two years of UCONN Health employment in that capacity who transfers (i.e. no break in service) into a non postdoctoral fellow UHP position shall be credited with ten (10) vacation and ten (10) sick days at the time of the transfer, in addition to applicable personal leave time. Notwithstanding the language in Article 13.6, no payout of vacation time will be made if the employee does not successfully complete the new probationary period referenced in Article 18.1.

Article 10 – Vacancies
Article 10 is in effect except that neither this Article nor the recall provisions of this contract apply to vacancies of University Postdoctoral Fellow positions.

Article 11 – Sick Leave
Section 11.1 is modified as follows:

University Postdoctoral Fellows employed by UCONN Health shall receive a sick leave allotment of 12 days per year to cover sick absences for that calendar year. This allotment shall be credited on January 1st of each year to full-time postdoctoral fellows, and shall be pro-rated for those postdoctoral fellow hired after January 1st. Part-time postdoctoral fellows shall receive prorated leave time based on the percentage of employment indicated on their assignment authorization as of January 1st of each year (or as of date of hire). In no manner shall any of this leave time be accumulated or carried over from year to year or form any basis for payment at the end of the year or the postdoctoral appointment.

c. The Employer shall require proof of illness on a prescribed medical certificate form from the employee's treating physician when sick leave of five (5) consecutive scheduled work days or more is taken. The Employer also may require proof of illness on a prescribed medical certificate form from the employee's treating physician in all cases of suspected abuse.

An employee may provide the medical certificate directly to the Department of Human Resources and confidentiality shall be maintained. UCONN Health shall not discuss an employee with her/his physician(s) without prior permission of the employee. This provision shall not affect the current practices in workers' compensation.

f. UCONN Health shall grant sick leave to an eligible employee who is incapacitated for duty.

An eligible employee also shall be granted sick leave:

1. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours provided the employee provides three business days' notice when possible;

2. in the event of death in the immediate family when as many as three working days leave with pay shall be granted. Immediate family for purposes of this subsection (f.2) only means spouse, parent, step-parent, sibling, step-sibling, grandparent, child, step-child, grandchild, and step-grandchild and also any relative or partner who is domiciled in the employee's household.

3. in the event of illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five days of sick leave per calendar year shall be granted therefore; Immediate family means spouse, parent, sibling, grandparent (maternal or paternal only) or child, and also any relative who is domiciled in the employee's household.

4. for bereavement of persons other than members of the immediate family when permission is requested and approved in advance by their supervisor and provided that not more than three days of sick leave per calendar year shall be granted, therefore.

g. UCONN Health shall continue its practice of allowing an employee who is absent due to a long-term illness or injury to receive donated time from a fellow bargaining unit employee, subject to the following:

1. The absent employee must have a minimum of one (1) year of service.

2. The absent employee must have exhausted all of the employee's accrued paid time and otherwise be on leave without pay status.

3. The request shall be submitted to the Department of Human Resources, and shall include a current

medical certificate on the form prescribed by UCONN Health.

4. Donations will be applied to the absent employee's sick leave account as needed each pay period, by consultation between the Department of Human Resources and the employee or Union representative coordinating the donations. Donations and transfers of days shall not exceed the number of days needed to prevent the absent employee from being on leave without pay, and shall not extend beyond the commencement of long-term disability benefits described in Section 21.2b.

Section 11.2 and 11.3 are in effect.
Section 11.4 is not in effect.

Article 12 – Leaves
Section 12.1 is not in effect and is replaced by Article 35. The rest of Article 12 is in effect.

Article 13 – Vacation
Article 13 is not in effect and is replaced by Article 35.

Article 15 – Overtime
Article 15 is not in effect for University Postdoctoral Fellows.

Article 16 – Evaluation
Article 16 is in effect with the following addition:
Section 16.7. Postdoctoral fellows must receive at minimum an annual written evaluation prepared by their faculty mentor that is signed by both the fellow and the mentor. Written evaluations for University Postdoctoral Fellows should include a brief narrative on progress during the year, whether the fellow is meeting expectations and plans for future career development. The content of the evaluation must be discussed at a meeting between the mentor and the fellow. Copies of the written evaluations must be

kept on file in the Departmental or UCONN Health office, and in the official file in Human Resources.

Article 18 – Probationary Employees Article 18.1 is modified as follows:

18.1 A probationary employee is a new bargaining unit employee who has not yet completed at least a six (6) month working test or trial period. The initial probationary period may be extended by the employer, but in no case shall exceed a total of one (1) year. The affected employee and the Union shall be notified in writing of such extension within two weeks of such continuation. The following shall be excluded from the calculation of the probationary period: all leaves of absence without pay; all periods of workers' compensation or sick leave in excess of five (5) working days.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with UCONN Health for other than lay off or non-renewal and return to their formerly occupied position within six (6) months, shall not be required to serve an additional probationary period.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with UCONN Health for other than lay off or non-renewal and return to UCONN Health within six (6) months, shall not be required to serve an additional probationary period unless the separation was involuntary or the result of a negotiated settlement.

For employees hired on or after November 9, 1992, whose assignment authorizations are less than fifty (50) percent, the working test or trial period shall be nine months. If an employee's assignment authorization in the same position increases to fifty (50) percent or more after hiring, time spent in the nine-month working test or trial period shall count toward the six-month working test or trial period on a prorated basis.

Notwithstanding the above, if a University Postdoctoral Fellow voluntarily transfers to another University Postdoctoral Fellow position with a different mentor, or is hired into or voluntarily transfers into any other UHP position, a new probationary period will apply.

Section 18.7 is not in effect.
The rest of Article 18 is in effect.

Article 19 – Health & Safety
Article 19 is in effect except for Section 19.11.

Article 20 – Layoff
Article 20 is not in effect for University Postdoctoral Fellows and is replaced by the following:

This Article does not refer to probationary employees.
The non-renewal or failure to be reappointed after the end date of a Postdoctoral Fellow appointment letter shall be considered a layoff under this Article, but shall not cause a prior notice to be sent to the Union as required for other layoffs, nor shall it create bumping rights (Sections 20.5, 20.6) or recall rights (Sections 20.7, 20.8, 20.9) under this contract. Laid off Postdoctoral Fellows shall be considered internal applicants as described in Article 10 for one year. Postdoctoral Fellows shall be given written notice three months prior to non-renewal of appointment. Postdoctoral Fellows who are laid off (not nonrenewed) shall be given written notice in accordance with Section 20.9 below.

At least ten (10) days prior to the decision by UCONN Health administration to reduce staff through layoffs, the Associate Vice President for Human Resources or designee will meet with the President of the Union or designee to discuss the anticipated layoffs.

At this meeting, bumping options and/or known vacancy options for each person laid off will be discussed.

Once notified, all employees impacted by layoff or nonrenewal will be scheduled to meet with a Human Resources designee to discuss their rights under this Article. A Union representative may be present at this meeting.

20.1 In all cases requiring the termination of professional staff, primary consideration shall be given to UCONN Health's responsibility to offer an appropriate range of services and to carry out its mission.

20.2 In all cases it is understood that layoffs shall be compatible with UCONN Health's affirmative action policies and take into consideration the qualifications of the employees and the needs of the program or grant.

20.9 Members of the bargaining unit whose assignment authorizations are at least fifty (50) percent shall be entitled to written notice of layoff according to the following schedule:

After six (6) months....two (2) weeks
After one (1) year....six (6) weeks
After five (5) years....twelve (12) weeks
After ten (10) years....sixteen (16) weeks

In the event of elimination of a part-time position with an assignment authorization of less than fifty (50) percent, an employee who has been employed by UCONN Health for at least one (1) year, in a bargaining unit position, shall receive at least four (4) weeks notice of termination.

20.12 Dismissal for cause is not subject to the above schedule.

Article 21 – Benefits

Article 21 is in effect with the following addition:

Section **21.2 Medical and Other Benefits.**

a. All medical insurance, longevity as modified by the OJE agreement and tuition waiver benefits currently in force at the time of this Agreement shall remain in force, except as follows:

Tuition Waiver: An employee whose assignment authorization is less than fifty (50) percent shall not be entitled to tuition waiver benefits.

Medical Benefits: Any employee who is hired on or after March 1, 1996, with an assignment authorization of less than fifty percent (50%) shall not be eligible for employer paid medical benefits. Any employee who is hired on or after March 1, 1996, with an assignment authorization of fifty percent (50%) or more and whose employment authorization subsequently drops below fifty percent (50%) for such time set forth in Section 1.4 shall not be eligible for employer paid medical benefits while working at the reduced level.

Effective until August 31, 2022, as used in this Agreement, "employer paid medical benefits" refers to the medical benefit plans available through, and the employer contribution rates specified in the agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278(f). This Agreement is subject to any modification which may occur as the result of negotiations over that agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278 (f).

Effective September 1, 2022, all Postdocs who previously elected a state health insurance plan will be automatically enrolled in the Connecticut Partnership Plan 1.0 with a chronic disease management program ("Partnership Plan"), with an employee premium share of 15%. All new hires on or after September 1, 2022, who elect health insurance will be enrolled in the Partnership plan and pay a premium share of 15%.

UConn Health and the UHP agree to review the Partnership Plan prior to the expiration of the current collective bargaining agreement which expires on June 30, 2025.

Article 23 – Miscellaneous
Article 23 is in effect except for the following modifications:
Section 23.6 is not in effect
Section 23.7 is modified as follows:

23.7 Research Assistants, Associates and Postdoctoral Fellows. The parties agree that a letter describing conditions of appointment and funding will be given to new Research Assistants, Associates and University Postdoctoral Fellows by the Principal Investigator. Copies of this signed letter will be provided to the Union.

Section 23.8. University Postdoctoral Fellow positions are not eligible for this bonus.

Article 26 – Salary
Article 26 is replaced by the following language for University Postdoctoral Fellows:

For University Postdoctoral Fellows:

Effective with the first pay period each July, the compensation for a University Postdoctoral Fellow shall be not less than the minimum pay guidelines established by the National Institute of Health (NIH) National Research Service Award (NRSA) zero level of experience stipend amount as may be amended from time to time. The University Postdoctoral Fellow shall be moved to minimum pay guideline or the salary increase for such fiscal year whichever is greater.

Following the approval of this agreement, no University Postdoctoral Fellows shall be hired at less than the NIH's

minimum pay guidelines for NRSA zero level of experience stipend amount as it may be adjusted from time to time.

Effective and retroactive to the pay period beginning July 2, 2021, each University Postdoctoral Fellow who is an active employee in the bargaining unit on the date the general assembly ratifies this agreement and was employed in that capacity at UConn Health since at least December 31, 2021, and who had not received an unsatisfactory evaluation, shall have their salary increased by two and one-half percent (2.5%).

As soon as practicable following general assembly approval of this agreement, all full time bargaining unit members on the payroll on March 31, 2022 shall receive a $2,500 one-time lump sum payment, not added to base salary. All part-time bargaining unit members on the payroll on March 31, 2022 shall receive a pro-rata amount of the $2,500 one-time lump sum payment, not added to base salary.

Effective in the pay period beginning July 1, 2022, each University Postdoctoral Fellow who has been employed in that capacity at UConn Health since at least December 31, 2021 and who has not received an unsatisfactory evaluation, shall have their salary increased by two and one-half percent (2.5%).

Effective July 15, 2022, all full time bargaining unit members shall receive a $1,000 one-time lump sum payment, not added to base salary. All part-time bargaining unit members shall receive a pro-rata amount of the $1,000 one-time lump sum payment, not added to base salary.

Effective in the pay period beginning July 14, 2023, each University Postdoctoral Fellow who has been employed in that capacity at UConn Health since at least December 31, 2022, and who has not received an unsatisfactory evaluation, shall have their salary increased by two and one-half percent (2.5%).

A Principal Investigator, in their sole discretion, shall continue to have the option of providing a salary increase over and above percentages specified in this Article for each University Postdoctoral Fellow provided that there is a grant that can support an additional increase.

Employees on the regular payroll who are twenty percent (20%) or more shall receive a prorated share of salary for time worked.

The following new Article applies to University Postdoctoral Fellows:

Article 35 – Leave Time Provisions for University Postdoctoral Fellows

University Postdoctoral Fellows employed by UCONN Health shall receive a leave time allotment of 30 days per year to cover vacation, personal and holiday time off needs for that calendar year. This allotment shall be credited on January 1st of each year to full-time Postdoctoral Fellows, and shall be pro-rated for those Postdoctoral Fellows hired after January 1st. Part-time Postdoctoral Fellows shall receive pro-rated leave time based on the percentage of employment indicated on their assignment authorization as of January 1st of each year (or as of date of hire). In no manner shall any of this leave time be accumulated or carried over from year to year or form any basis for payment at the end of the year or the postdoctoral appointment.

Postdoctoral Fellows must give notice to their mentor of their use of leave time in writing, at least two weeks prior to the use of such days except for emergencies, in which case notice shall be given as soon as possible. Their mentor shall respond in writing within one week. Except for emergencies, requests which have been approved shall be honored. Subject to the approval of the mentor, Postdoctoral Fellows shall be allowed to choose the time of their own vacation leave. Denials of Postdoctoral Fellow requests for leave time shall be based upon reasonable operational needs within the research program.

Memoranda of Agreement

The Memoranda of Agreement listed in the contract are in effect with the exception of the following: Holidays for Part-Time Employees (pp.98) Statewide "SCOPE" Agreement (pp.133)

"SCOPE" Agreement Addendum for UHP (pp.138).

The effective date for the leave time provisions in Articles 11 and 35 is May 1, 2004.

AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

THE STATE COALITION ON PAY EQUITY PREAMBLE

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

GENERAL PROVISIONS SECTION ONE - JOINT COMMITTEE ON REDESIGNING

STATE EMPLOYMENT

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

appointees of the Governor and the other chairperson from those selected by SEBAC.

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

SECTION TWO - MAINTENANCE OF THE PAY EQUITY SYSTEM.

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

B - F (Does not apply to UCONN Health and the University Health Professionals.)

G Job Design

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

SECTION THREE - PLACEMENT AND TRAINING COMMITTEE

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

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

1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.
2. The joint labor/management committee established under this Agreement to review the State's classification system shall make recommendations on the future role of the placement and training program.
3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.
4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than the employee's current salary, but not to exceed the maximum.
5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

SECTION FOUR - EQUITY

A - E (Does not apply to UCONN Health and the University Health Professionals.)

F Shift, Weekend, or Overtime Differentials

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

G Working Conditions

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

H Red Circled Classes

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

I Recruitment and Retention

1. Recruitment and retention issues may be addressed in negotiations for a successor collective bargaining agreement in any collective bargaining unit.
2. During the term of a collective bargaining agreement, if either party believes a recruitment and retention issue exists which is not covered by the terms of the collective bargaining agreement, the parties will meet and discuss the issues and options for the resolution of the matter. To determine whether a recruitment and retention issue exists, the parties shall be

guided by, but not limited to, the criteria set forth in Appendix A.

3. If the parties reach an agreement over recruitment and retention issues during the term of a collective bargaining agreement, any adjustments in pay shall be effective and implemented on the date specified by the parties.

J Downgradings

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

SECTION FIVE - LONG TERM EQUITY

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

SECTION SIX - DISPUTES AND ARBITRATION

A Disputes Regarding General Provisions

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

2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties cannot agree to an

arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

B Unit Specific Disputes

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

SECTION SEVEN - DURATION

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

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

AGREEMENT CONCERNING IMPLEMENTATION OF OBJECTIVE JOB EVALUATION AND ADDENDUM FOR THE SCOPE AGREEMENT UCONN HEALTH AND UNIVERSITY HEALTH PROFESSIONALS

Upon ratification by the University of Connecticut Board of Trustees and the University Health Professionals, Local 3837, AFT/CFEPE/ AFL-CIO (the "Union"), and approval by the Connecticut General Assembly, using funds provided by the State of Connecticut in accordance with C.G.S. 5-200c, "Funds for Elimination of Wage Inequities in State Service," UCONN Health agree to the following:

LONGEVITY

Effective with the April 1994 longevity payment, the following shall be the schedule of increments for longevity payments:

Salary Grade	Longevity Amount for 25 Years of Service*
1 and 2	$490
3 and 4	$550
5 and 6	$610
7 and 8	$670
9 and 10	$730
11 and 12	$790
13 and 14	$850
15 and 16	$910
17 and 18	$970
19 and 20	$1,030
21 and 22	$1,090

*Longevity payments shall be made twice per year based on effective dates of April 1 and October 1. The above are the payments made twice per year to employees with 25 years of service.

Employees with fewer years of service shall receive partial payments twice per year as follows:

20 years or more - 3/4
15 years or more - 1/2
10 years or more - 1/4

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.

WORK WEEK

A Effective February 4, 1994, any person hired to work full time must work forty (40) hours per week.

B Employees hired prior to February 4, 1994 who were hired in their current positions as full time employees but are working between thirty-five (35) and forty (40) hours per week shall continue to be considered full time so long as they remain in their current positions or in the same function in the same department; provided, however, that their pay shall be adjusted in accordance with C below. UCONN Health and the Union shall identify and agree to a list of these employees and only the identified employees shall be covered by this paragraph B.

C It is understood that the salary schedule which results from OJE negotiations reflects a forty-hour full time employee's salary and all employees working less than forty (40) hours per week shall have their pay adjusted accordingly.

CLASSIFICATION SYSTEM

The existing UCONN Health job titles for bargaining unit employees shall be abolished and all employees shall be placed in one of the new titles of the classification system developed through the OJE study. Job descriptions developed pursuant to the Objective Job Evaluation study shall be effective upon legislative approval of this agreement.

TIER STATUS

The Human Resources Department ("HRD") shall evaluate each title and place it in Tier 1, or Tier II, based on HRD's determination as to whether the job is exempt or non-exempt under state and federal wage and hour laws. HRD shall notify the Union of its proposed designation for each title, and provide the Union with an opportunity to comment, for a period of two (2) weeks, prior to making a final determination. Any employee whose status will be changed as a result of this determination shall be given notice in writing.

Tier I-A shall be eliminated and all current Tier I-A employees shall immediately be placed in Tier II. Such current

employees shall continue to accrue vacation at the Tier I rate provided that they remain in their current job title. An employee who was designated Tier I-A immediately prior to the date of the approval of this Agreement in continuous employment who is promoted or transfers to a position that had a Tier I-A designation immediately prior to the date of approval of this contract and is grandparented for vacation shall continue to be grandparented while holding the promotion or transfer position that was also Tier I-A.

Individual employees grandparented in a different Tier than the appropriate classification Tier shall not be used to determine whether or not the classification is appropriately covered by FLSA.

RATING COMMITTEE

There shall be a Rating Committee established to evaluate jobs in accordance with the Willis point system and to hear appeals concerning reclassification and reevaluation.

The Committee shall have a total of six members: two representatives of UCONN Health, two representatives of the Union, and the President of the Union and the Assistant Vice President for Human Resources, or their designees. Each party shall appoint four (4) individuals who are trained and experienced in rating jobs under the Willis system to serve on the Committee--two members will be chosen for each meeting.

All members of the Rating Committee must have received training in following areas:

(1) the classification system and how classes are used at UCONN Health;

(2) the Willis job evaluation system.

In reviewing a request for reclassification or reevaluation of a job, the Committee shall review the job specification(s) and other relevant information. The Committee shall evaluate a job based on the existing duties of the position or job specification. The Committee may supplement written materials with interviews of the employee(s) and management.

The Rating Committee shall meet and make a decision within thirty (30) days of a request for a rating or a reclassification appeal.

In the event that the Rating Committee cannot reach consensus on the points assigned to a job or on a reclassification or reevaluation appeal, the matter shall be referred to the Vice President or designee, whose decision shall be final. (Consensus shall require that at least four of the six members of the Committee are in agreement.) The designee of the Vice-President shall not be a member of the Rating Committee. Prior to making a final decision, the Vice-President or designee shall meet with one representative of each party to hear their respective positions on the issue(s). The Vice-President or designee shall make a decision within thirty (30) days of the date of the submission to him/her.

For the purpose of this provision, "days" shall be defined as Monday through Friday, excluding holidays.

Ratings of jobs shall not be subject to grievance or arbitration procedures. Reclassification of positions shall not be subject to the grievance or arbitration procedure.

The Rating Committee has no authority to make changes in duties.

No member of the Rating Committee shall discuss with an employee(s) (bargaining unit or non-bargaining unit) the content of the Rating Committee's discussions about a particular case. There shall be a written summary of the reasons for the Committee's decision. A copy of the summary shall be given to the department head and the Union and, in a reclassification appeal, to the employee.

CREATION OF NEW JOBS

There shall be a Labor/Management Committee established to discuss the creation of all new or changed jobs within the bargaining unit.

For new jobs which are not included in the classification system, the Human Resources Department shall develop a job specification based on the duties expected to be performed. This job description shall be reviewed with the department and the Union. The job specification and other pertinent information will be referred to the Rating Committee for evaluation under the Willis system.

The parties recognize that it is difficult to properly evaluate the salary grade placement of new positions without complete job content information. Accordingly, once an incumbent in a new job has been performing in the position for at least six (6) months, a questionnaire will be completed and the position will be reviewed by the Human

Resources Department and the Rating Committee to ensure consistency of application of the job evaluation system. The Rating Committee process shall be as set forth above.

If the six-month review results in a reduction in the salary grade applicable to the job, the incumbent shall be moved to that step in the lower grade which is at least equal to her/his original salary. If there is no step in the lower grade which is at least equal to her/his original salary, the employee shall not have her/his salary reduced, shall receive general wage increases, and shall be placed on the appropriate step in the lower salary grade at such time as there is a step placement which will not result in a reduction in pay.

If the six-month review results in an increase in the salary grade applicable to the job, the increase shall be effective the pay period following completion of the review by the Rating Committee. The employee shall be placed on the step in the new salary grade which is closest to but not less than the salary prior to the increase.

POSITION RECLASSIFICATION AND SUBSTANTIAL CHANGES IN EXISTING JOBS

A If an employee believes that they are not properly classified, that their duties have changed substantially, such employee may submit a request for review of the duties through the department head to the Associate/Assistant Vice President, Dean or Hospital Director, who shall make a decision as follows:

(a) to recommend reclassification to HRD; or

(b) to remove the duties which are not within the employee's job specification; or

(c) to deny any change.

If the employee disagrees with the decision of the Associate/Assistant Vice President, Dean or Hospital Director, the employee may appeal the decision through the Union.

B If the department recommends reclassification or the Union decides to pursue the appeal, either may submit to the Human Resources Department a request for reclassification, or for a job specification change or for a review of the points assigned to the job. Such request shall include the present classification, the proposed classification or job

specification changes and a justification for the reclassification or other action requested.

C The Human Resources Department will audit the position or classification and issue a written determination within forty-five (45) days from receipt of the request. The Human Resources Department will send a copy of its report to the Union at the time it is issued.

D Whenever UCONN Health implements changes in job specifications or changes in the duties assigned to a job classification, the Union may submit views, data and information on the question of whether or not the change in duties may result in a change in assigned points.

E In the event that the Union disagrees with the decision of the Human Resources Department under B, C, or D above, the Union may file an appeal within fifteen (15) days from the date of receipt of the Human Resources Department determination to the Rating Committee.

F Any change in title or compensation shall be effective the pay period following the date of submission to Human Resources Department under B above or the implementation of changes under D above.

TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATIONS

An employee who is assigned the duties of a higher level classification on an acting basis shall be temporarily reclassified to the classification of the higher level position, provided that the assignment is expected to or in fact does last a minimum of three (3) months. (The three-month rule may be waived by mutual agreement of HRD and the Union.) The department shall give notice of the assignment to HRD, with a copy to the Union, in advance of the effective date, except in any emergency in which case notice shall be given within five (5) working days. Any change in compensation shall be effective the pay period following the date of the assignment.

CERTIFICATION PAYMENTS

Certification payments shall not be changed as the result of this agreement. The parties agree to meet and agree to a memorandum of agreement listing certification bonuses or other payments and the criteria for receipt.

DENIAL OF INCREASES

An employee whose performance is less than satisfactory may be denied any step increase negotiated by UCONN Health and the Union. Less than satisfactory performance shall not be the basis for denial of any general wage increase negotiated by UCONN Health and the Union.

SIDE LETTER

By entering into this Agreement, UCONN Health is not waiving any of the provisions of Article 4, Board Prerogatives, of the contract.

It is the present intent of UCONN Health to continue the classification structure recommended by the OJE study. If this new classification structure is discontinued at any time in the future, UCONN Health shall bargain with the Union to the extent required by law.

APPENDIX I MERIT CRITERIA

A. Management/Administrative Achievements

1. Human Relations Skills (this would include such things as an individual's ability to work with other professionals, and/or clients, leadership skills, ability to motivate staff/or clients, encourages employees' career development and similar skills);

2. Technical Skills (this would include such things as the ability to segment the job into workable units, establish procedures and integrate them into a workable system, work under unusual stress

or pressure, and/or above normal workload and/or without direction);

3.Conceptual Skills (this might include the ability to anticipate new techniques or applications that might improve how work is handled or which would increase the volume of work);

B. Patient Care Activities (this might include special recognition by patients or clinical recognition by peers for outstanding patient care; it might also include activities which result in significant improvement in patient care methods or prevention of serious problems);

C. Professional Service/Knowledge/Dependability (this category might include an employee's international, national, local or state professional organization work as well as any other professional service, either external or internal to UCONN Health);

Professional Growth (this would include the demonstrated initiative to learn new techniques, teach courses, seminars, or workshops, give in-service training, write books or journal articles and attend professional meetings):

Dependability (this would include the employee's willingness to work "cover" time, holidays, on-call time, to accept special projects or unattractive jobs);

D. Special projects (please identify the special project and its impact);

E. Other meritorious activities (be specific).

SIDE LETTER, OJE REVIEW

The parties agree as follows:

1) To establish a joint committee to review the State's current OJE process resulting from SEBAC 2011.
2) To review and make recommendations for an alternative job evaluation program to replace the current OJE process. Individual job classifications would be excluded from the recommendations and continue to follow the reclassification process.

If the parties reach an agreement to implement a process similar to the State's current OJE process resulting from SEBAC 2011, the agreement will include a process for the review of job classifications on a schedule not to exceed five years. Single incumbent job classifications are excluded from the five year review. The parties agree to engage in the above referenced process with the goal of reaching an agreement on a recommendation by June 30, 2023. In the absence of an agreement, the existing provisions of the collective bargaining agreement for OJE remain in effect.

By entering into this Agreement, UConn Health is not waiving any of the provisions of Article 4 Board Prerogatives, of the contract.

Original signed 03/07/22

SIDE LETTER- Radiology Precepting

UConn Health agrees to evaluate the development of a preceptor training program and precepting program for Radiologic Technologists (as designated by UCH) and will make a recommendation on whether such program is appropriate for and to the benefit of UConn Health. The evaluation process shall include input from subject matter experts, including Radiology Department staff. UConn Health will discuss its recommendation with UHP prior to issuing the recommendation. UConn Health agrees that it will issue its recommendation(s) on or before December 31, 2023. If UConn Health determines that a preceptor program should be implemented for Radiologic Technologists, any Radiologic Technologist trained as a preceptor will receive $1.00 an hour for all hours spent precepting.

There shall be no pyramiding of preceptor pay. The preceptor program will include a description of what constitutes precepting and excludes general orientation, EPIC training, and training of new employees. The hourly rate applies regardless of the number of preceptees.

Original signed 03/10/22

UCONN HEALTH
UHP SALARY TITLES AND SALARY GROUPS

CLASS CODE	Payroll Title	SALARY GROUP
8981	Academic Computing Specialist 1	04
8982	Academic Computing Specialist 2	06
8983	Academic Computing Specialist 3	08
9269	Academic Curriculum Coordinator	10
0601	Accounts Receivable Collector	03
5595	Administrative & Clinical Research Coordinator	08
9605	Administrative & Clinical Systems Coordinator	08
9584	Administrative & Medical Specialty Technician	06
0657	Administrative Fiscal Assistant	05
0606	Administrative Officer	08
0602	Administrative Program Assistant 1	02
0603	Administrative Program Assistant 2	04
0607	Administrative Program Coordinator	07
1088	Administrative Supervisor, Nursing	12
1332	Application Analyst 1	11
1333	Application Analyst 2	13
1334	Application Analyst 3	14
4156	Application Architect	14
4153	Application Developer 1	07
4154	Application Developer 2	10
4155	Application Developer 3	13
3724	Architectural/Electrical Designer	08
0641	Art Designer	07
4131	Assistant Director, Campus Planning, Design & Construction	15
3647	Assistant Director, Design Services	15
1431	Assistant Director, Facilities Business Services	14
1424	Assistant Director, Facilities Maintenance & Operations	14
4282	Assistant Director, Laboratory Animal Care	13
0027	Assistant Director, Logistics Management	14
9653	Assistant Director, Multimedia Services	13
5122	Assistant Director, Procurement Systems	14
9566	Assistant Director, Supply Chain Operations	14
8547	Assistant Director, Unified Communications	14
0754	Assistant Nursing Manager	**
0763	Assistant Radiation Safety Officer	08
0611	Associate Editor	06
1583	Athletic Trainer	05
1237	Audio Visual Specialist	11
4455	Autopsy/Pathology Technician	05
9270	Behavioral Health Program Manager	13
5119	Biological Safety Officer	12
1019	Biomedical Communication Supervisor	07
4946	Biomedical Technician 1	04
0997	Biomedical Technician 2	07
2789	Biomedical Technician Specialist	09
0528	Bone Densitometry Technologist	07*
0615	Budget Analyst	07
4118	Budget & Financial Specialist -Clinical Trials	10
0792	Business Services Manager	10
4139	Business System Analyst	11
0813	Cardiac/Vascular Sonographer	09*
0765	Cardiac Testing Technician	03
1182	Cardiovascular Technologist 1	05
4128	Cardiovascular Technologist 2	06
0766	Cast Technician	04
0801	Chaplain	08
4485	Chemical Safety Officer	11
0625	Childcare Head Teacher	05
1065	Childcare Teacher	02
0860	Clinical Case Manager	11*
0617	Clinical Coordinator 1	05
1193	Clinical Coordinator 2	08
1052	Clinical Documentation Specialist	08
1440	Clinical Documentation Supervisor	11
0999	Clinical Engineer	12
0806	Clinical Laboratory Supervisor	09
1021	Clinical Nurse Specialist	13*
0805	Clinical Nurse Supervisor	09
4130	Clinical Pastoral Education Program Specialist	10
1580	Clinical Patient Navigator	09
9622	Clinical Perfusionist	22*
8156	Clinical Perfusionist Coordinator	22*
0630	Clinical Practice Manager 1	10
9620	Clinical Practice Manager 2	11
8162	Clinical Program Coordinator	12
1345	Clinical Radiologic Supervisor	11*
4141	Clinical Research Assistant 1	04
4142	Clinical Research Assistant 2	06
4143	Clinical Research Assistant 3	08
4144	Clinical Research Associate 1	10
4145	Clinical Research Associate 2	13
1635	Clinical Research Technician	03
9626	Clinical Simulation Center Coordinator	07
9618	Clinical Systems/Informatics Analyst	11
1434	Coding & Documentation Integrity Manager	13
0620	Coding Reimbursement Specialist	03
0795	Coding Trainer	08
0621	Communications Specialist	10
4945	Community Based Education Specialist	07
8290	Community Health Program Supervisor	11
3646	Community Health Specialist	07
3645	Community Health Worker	05
9666	Computed Tomography Technologist 1	06
8927	Computed Tomography Technologist 2	07*
9391	Cost Accounting Analyst	09
1361	Credentialed Trainer	06
4124	Cytotechnologist	09
0807	Dental Auxiliary Instructor	05
0808	Dental Hygienist	05
8546	Dental Simulation Lab Coordinator	07
4147	Desktop Technician 1	04
4148	Desktop Technician 2	07
0802	Diabetes Education Program Coordinator	13
9590	Diabetes Educator	09
0992	Diagnostic Medical Sonographer	07*
9663	Diagnostic Medical Sonography Technologist 1	06
8929	Diagnostic Medical Sonography Technologist 2	07
0811	Diagnostic Radiologic Technologist	05*
0840	Education & Development Specialist	09
9399	Education Technology Trainer	11
1005	Electrical Engineer	12
0816	Embalmer Coordinator	08
1365	Emergency Department Admissions Specialist	03
0642	Employee Assistance Counselor	08
0779	Environmental Health & Safety Specialist	10
4117	Epic Training Coordinator	12
0580	Ergonomist	13
1037	Executive Assistant	06

For UConn Health

Bruce T. Liang

Bruce Liang
Interim CEO

For University Health Professionals
Local 3837 AFT/AFT-CT/AFL-CIO

William Garrity
Union President

ATTACHMENT B

SUPERSEDENCES
April 1, 2022
2021 — 2025 Collective Bargaining Agreement
Between
UCONN HEALTH AND UNIVERSITY HEALTH PROFESSIONALS (UHP)

Pursuant to Conn. Gen. Stat. § 5-278 (e), "[w]here there is a conflict between any agreement…on matters appropriate to collective bargaining…and any general statue or special act, or regulations adopted by any state agency, the terms of such agreement or arbitration award shall prevail…"

In accordance with Conn. Gen. Stat. § 5-278 (b), the following state statutes and regulations, if applicable to employees in the unclassified service, are superseded by contrary provisions in this Agreement. This list included continuing, new and revised supersedences:

Tentative Agreement	Provision	State Statue (as Amended) or Regulation Superseded
Article 1 Recognition	Provides for unit of professional employees.	C.G.S. § 5-196; C.G.S. § 5-198
Article 2 Check-off	Provides for UConn Health to deduct membership dues, initiation fees and voluntary contributions	C.G.S. § 5-260; C.G.S. § 31-40bb
Article 3 Non-Discrimination	Requires parties proceed via certain internal administrative procedures related to concerns of discrimination or about diversity/affirmative action.	DAS Regulation § 5-201-14; C.G.S. § 5-227 and 5-228; C.G.S. § 31-69b; C.G.S. §§ 46a-51 *et seq.* and DAS Regulations § 46a-5-1 through 46a-68k-8
Article 5 Union Rights	Required UConn Health to provide information for collective bargaining to the union. Provides for union use of mail services, bulletin boards, etc. Permits union representative to handle grievances during regular working hours.	C.G.S. § 1-206; C.G.S. § 1-210 through C.G.S. § 1-214; C.G.S. § 31-105
Article 6 Grievance Procedure	Provides process for grievances and arbitrations,	C.G.S. § 5-194; C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-

	including authority and time limits.	201 and DAS Regulations § 5-201-10 through § 5-201-17; C.G.S § 5-202; C.G.S. § 5-240; DAS Regulations § 5-240-1a through § 5-240-8a; C.G.S. § 31-68
Article 8 Holidays	Establishes holidays on which employees are not required to work; permits employees required to work a holiday to arrange for alternative day off; permits the employees to work a holiday in order to earn a day off on religious holidays.	C.G.S § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-247 and DAS Regulation § 5-247-8; C.G.S. § 5-250 and DAS Regulations § 5-250-1 through § 5-250-8; C.G.S. § 5-254 and DAS Regulations § 5-254-1 and § 5-254-2; C.G.S. 31-76k; C.G.S. § 46a-51 *et seq.* and DAS Regulations § 46a-5-1 through 46a-68k-8
Article 10 Vacancies	Provides process for posting and filling vacancies and job openings.	C.G.S. § 5-196 through 198; C.G.S. § 5-200 and DAS Regulations § 5-201-1 through § 5-201-17; C.G.S. § 5-228; C.G.S. § 5-236; C.G.S. § 5-239 and DAS Regulations § 5-239-1 and § 5-239-2
Article 11 Sick Leave	Provides for sick leave, limitations on use, accumulation rules for unused time. Includes definition of immediate family and defines parameters for use of unpaid leave and family leave. Provides for sick leave bank and authorization for such leave.	C.G.S. § 5-143; C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-244 and DAS Regulation § 5-244-1; C.G.S. § 5-247 and DAS Regulations § 5-247-1 through § 5-247-12; C.G.S. § 5-248 and DAS regulations §§ 5-248-1 through § 5-248-6; C.G.S. § 5-248a & § 5-248b and Regulations §§ 5-248b-1 through § 5-248b-9; C.G.S. § 5-250 and DAS Regulation § 5-250-6; C.G.S. § 5-251; C.G.S. § 5-254 and DAS Regulation § 5-254-1; C.G.S. § 31-51kk through § 31-5rr and DAS Regulations § 31-51qq-1 through § 31-51qq-48; C.G.S. § 46a-51 *et seq.* and DAS Regulations § 46a-5-1 through § 46a-68k-8; C.G.S. § 31-70, C.G.S. § 31-71e; C.G.S. § 31-76k

Article 12 Leaves	Provides for paid and unpaid leaves of absence for personal leave, release union business, educational leave, parental/adoption leave, military leave, jury duty, and delineates which accruals will continue.	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-248 and DAS regulations § 5-248-1 through § 5-248-6; C.G.S. § 5-248c and DAS Regulations § 5-248c-1 through § 5-248c-3; § 5-250; C.G.S. § 31-70; § 31-71e; C.G.S. § 31-76k; C.G.S. § 31-105 and Comptroller Policies/Regulations
Article 13 Vacation Leave	Provides for vacation accruals, cap on such accrual and scheduling.	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-250 through § 5-253 and DAS Regulations § 5-250-1 through 5-250-8; C.G.S § 31-74a; C.G.S. § 31-76k; C.G.S. § 31-105 and Comptroller Policies/Regulations
Article 15 Overtime	Provides for premium pay, compensatory time or other adjustments for work in excess of the standard workweek	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-238 and DAS regulations § 5-238-1 through § 5-238-5; C.G.S § 5-245; C.G.S. § 5-253; C.G.S § 31-58, C.G.S. § 31-60; C.G.S. § 31- 68; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; DAS Regulation § 31-51rr-21.
Article 16 Evaluation	Provides evaluation procedures for employees.	C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-200a; DAS Regulations § 5-201-10 through § 5-201-17; C.G.S. § 5-237 and DAS regulation § 5-237-1
Article 17 Dismissal or Other Disciplinary Action	Provides process for and grounds for discipline, up to and including termination.	C.G.S. § 5-194; C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-201 and DAS Regulations § 5-201-10 through DAS § 5-201-17; C.G.S § 5-202; C.G.S. § 5-240 and DAS Regulations § 5-240-la through § 5-240-8a; C.G.S. § 31-68

Article 18 Probationary Employees	Provides for probationary or working test periods for new employees, and in circumstances where a staff member accepts a new position through voluntary reassignment/transfer, recall from layoff, rehire or appointment to a new position through a search process. Defines probationary employees.	C.G.S. § 5-196; C.G.S. § 5-200 through § 5-202 and DAS Regulation § 5-200-1; C.G.S. § 5-228; C.G.S. § 5-230 and DAS Regulation § 5-230-1; C.G.S. § 5-235; C.G.S. § 5-239 and DAS Regulations § 5-239-1 and 2; C.G.S. § 5-241; DAS Regulation § 5-201-10.
Article 19 Health and Safety	Provides for safe working environment, disclosure of records regarding safety, safety committee and closing in event of weather-related conditions.	C.G.S. § 31-40; C.G,S. § 31-40a; C.G.S. § 31-40b; C.G.S. § 31-40c; C.G.S. § 31-40g; C.G.S. § 31-40k; C.G.S. § 31-401; C.G.S. § 31-40m; C.G.S. § 31-40v
Article 20 Layoffs	Provides process for layoffs, available notice periods and rights when laid off or terminated. Provides for payout of notice period under certain circumstances.	C.G.S. § 5-200 and DAS Regulation § 5-200-1; DAS Regulation § 5-201-14; C.G.S. § 5-202; C.G.S. § 5-240; C.G.S. § 5-241 and DAS Regulations § 5-241-1 and § 5-241-2; C.G.S. § 5-243; DAS Regulation § 5-247-9
Article 21 Benefits Postdoctoral Fellows MOA	Postdoc Research Fellows would be included in the CT Partnership Plan with a premium share.	C.G.S § 3-123b; C.G.S. § 3-123aaa; C.G.S. § 3-123bbb; C.G.S. § 5-259 through 5-259c
Article 21 Benefits (Retirement, Long Term Disability Insurance, Medical, Travel, Tuition Reimbursement, Disability and Child Care)	Provides that employees shall be provided health, and disability insurance and certain retirement benefits.	C.G.S § 3-123b; C.G.S. § 3-123aaa; C.G.S. § 3-123bbb; C.G.S, § 3-123ddd; C.G.S. § 5-160 through § 5-192x; C.G.S. § 5-141c; C.G.S. § 5-200 and DAS Regulation § 5-200-1; C.G.S. § 5-208a; C.G.S. § 5-243; C.G.S. § 5-247 and DAS Regulations § 5-247-1 through 5-247-12; C.G.S. § 5-248c; C.G.S. § 5-257; C.G.S. § 5-259 through 5-259c; C.G.S. § 31-70; C.G.S. § 31-71e; DAS

Retirement		Regulations §§ 5-155-1 *et seq.*; C.G.S. § 10a-105; C.G.S. § 10a-151a-c; DAS Regulations § 5-141c-1 through § 5-141c-11; and Comptroller Policies/Regulations
Article 26 Salary	Provides for increases to salary during term of agreement.	C.G.S. § 5-200 through § 5-200c and DAS Regulation § 5-200-1; C.G.S. § 5-208 § 5- 213c; C.G.S. § 3-119, C.G.S. § 10a-105, C.G.S. § 31-58, C.G.S, § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; Comptroller Policies/Regulations
Article 29 Nursing Clinical Ladders	Allows for development of "career ladders" within certain units.	C.G.S, § 5-196 through 198; C.G.S. § 5-200, through C.G.S. § 5-218 and DAS Regulation § 5-200-1; C.G.S. § 5-228; C.G.S. § 5-236; C.G.S. § 5-239
Article 30 Special Payroll	Provides special payment rules for temporary and part-time employees.	C.G.S. § 5-200 through § 5-200c and DAS Regulation § 5-200-1; C.G.S. § 5-208 through § 5- 213c; C.G.S. § 3-119, C.G.S. § 10a-105, C.G.S. § 31-58, C.G.S. § 31-60; C.G.S § 31-71a through § 31-71f; C.G.S. § 31-76b; Comptroller Policies/Regulations
Article 31 Grant Funded Employees	Provides for certain temporary or durational employment and benefits and/or rights for those employees.	C.G.S. § 5-235
Article 34 Successorship	Provides contract survives any merger, acquisition or other transfer of ownership.	C.G.S. § 10a-6

ATTACHMENT C

UCONN HEALTH

SUMMARY OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT HEALTH CENTER AND THE UNIVERSITY HEALTH PROFESSIONALS LOCAL 3837 AFT/AFT-CT/AFL-CIO

UConn Health and University Health Professionals Local 3837 AFT/AFT-CT/AFL-CIO ("UHP") are parties to a collective bargaining agreement, the most recent expired on June 30, 2021. In anticipation of the expiration of that agreement, the UConn Health and UHP began bargaining a successor agreement in November 2021. As the parties had not reached a new agreement prior to expiration, in or about June 2021, the parties agreed to an extension agreement to continue key provisions of the contract operational until June 30, 2022 or legislative approval of a successor collective bargaining agreement.

In March 2022, the parties reached a tentative agreement at the bargaining table on a new contract between the UConn Health and UHP. The members of UHP ratified the tentative agreement on March 25, 2022, and it was approved by the Board of Trustees on March 30, 2022.

The proposed four-year agreement contains important new provisions and updates language to address issues between the parties. The agreed upon changes are focused on a fair contract with an emphasis on excellence, refining and clarifying benefits to address the needs of UConn Health and its employees, clarity in processes for administrative matters and leaves, as well as fair compensation. Additionally, the parties have committed to continue discussion of certain important issues regarding updates to the job review process and additional new employee training. If approved by the legislature, the agreement will take effect on July 1, 2021 and run through June 30, 2025.

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ATTACHMENT D

UNIVERSITY OF CONNECTICUT HEALTH CENTER
Fiscal Impact Statement of UHP Contract Settlement SEBAC 2022 - All Funds
July 1, 2021 - June 30, 2024

FTEs = 2,707.04

		Fiscal Year 22		Fiscal Year 23		Fiscal Year 24	
		Cash	Annualized	Cash	Annualized	Cash	Annualized
Starting Base FTESalary		210,364,711	210,364,711	220,513,012	220,513,012	230,682,287	230,682,287
2-Jul-2021	Retro GWI 2.5%	4,854,570 (1)	5,259,118				
14-Jan-2022	Retro Step 2.27%	1,880,455 (2)	4,889,183				
14-Jan-2022	At-Max Lump $1,200	699,600					
31-Mar-2022	SEBAC Lump Sum	6,767,600					
	Total FY22	14,202,225	10,148,301				
1-Jul-2022	GWI 2.5%			5,300,794 (3)	5,512,825		
1-Jul-2022	LTD Eligibility (a)			-238,407			
1-Jul-2022	Contract Printing (b)			-5,000			
1-Jul-2022	$1 Precepting Diff (c)			99,666			
15-Jul-2022	SEBAC Lump Sum			2,707,040			
1-Sep-2022	Postdoc Health Plan (d)			-706,059			
13-Jan-2023	Step 2.06%			1,970,037 (4)	4,656,450		
13-Jan-2023	At-Max Lump $1,200			854,400			
	Total FY23			9,982,470	10,169,275		
14-Jul-2023	GWI 2.5%					5,323,437 (1)	5,767,057
12-Jan-2024	Step 1.87%					1,869,236 (4)	4,418,195
12-Jan-2024	At-Max Lump $1,200					1,024,800	
	Total FY24					8,217,474	10,185,252
Ending Base FTESalary		224,566,936	220,513,012	230,495,482	230,682,287	238,899,761	240,867,539
Percentage Increase		6.75%	4.82%	4.53%	4.61%	3.56%	4.42%

Total Annualized Cost	**30,502,828**
Average Annualized	4.62%
Average Cash	4.95%

(a) Employees with SERS retirement and greater than 10 years service no longer eligible for LTD coverage.
(b) Reduction in the number of printed contract books.
(c) New $1/hr differential for precepting new nurses.
(d) Postdocs move to Partnership Health Plan fringe savings.

(1) 24 paycycles
(2) 10 paycycles
(3) 25 paycycles
(4) 11 paycycles