



**STATE OF CONNECTICUT**  
*OFFICE OF POLICY AND MANAGEMENT*  
**Office of Labor Relations**

September 6, 2017

**GENERAL NOTICE NO. 2017-14-REVISED**

**TO: Labor Relations Designees**

**FROM: Office of Labor Relations**

**SUBJECT: Educational Administrators (P-3A) Bargaining Unit Contract Changes**

---

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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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

**Article 1 Recognition**

**Section One** Added that where the parties have intended language to apply to one or more but not all agencies subject to this agreement they have specifically so indicated in the agreement.

**New Section Three** Added to incorporate the statewide cross-unit language concerning durational and temporary employees. This section defines temporary and durational employees as follows:

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

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

A temporary employee shall become durational after 6 months or one year if extended. A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

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

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

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

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

## **Article 2      Entire Agreement**

Prior to the ratification of this Agreement, the parties will provide each other copies of MOUs or side letters that they believe continue to have operative effect.

## **Article 5      Union Rights**

**Section Two** Modified to increase the number of stewards for the Department of Education from eight (8) to ten (10) and to increase the number of at-large stewards from one (1) to three (3). All stewards shall have super seniority.

**Section Nine** Modified to increase the number of hours for steward training, Union conventions or Union business, and new employee orientation from two hundred seventy-five (275) to four hundred (400) hours.

**Section Twelve** Modified to provide that employees shall code their time spent conducting Union business in accordance with CORE time codes for recording Union business leave.

## **Article 7      Employee Bill of Rights**

**Section Four** Deleted language prohibiting an employee from being compelled to offer evidence under oath against himself/herself in any disciplinary action. Section Five renumbered to Section Four.

## **Article 11     Performance Evaluation**

**Section One** Modified to allow an employee's prior supervisor of more than six months during the rating year to provide feedback to the current supervisor for purposes of developing the evaluation. Such feedback shall be limited to the period during which the prior supervisor supervised the employee.

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

### **Article 13 Discipline, Demotion and Dismissal**

**Section Four** Modified to provide that in the event an investigation cannot be concluded within the timeframe set forth in Regulation 5-240-5a, the Agency shall notify the Union in writing of the need for additional time, with an anticipated end date of the investigation. The thirty (30) day period in which an employee must either be charged with a violation or reinstated was modified to the investigation period.

### **Article 14 Order of Layoff or Reemployment**

**Section Seven** Deleted Sunset clause.

### **Article 15 Grievance Procedure**

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

### **Article 16 Seniority**

**Section Five** Modified to delete obsolete language concerning application for seniority credit between April 1, 1988 and September 30, 1988.

### **Article 17 Professional Development**

**Section Two** Modified to remove the requirement that management select appropriate activities to meet professional development needs.

**Section Four (a)** Updated to reflect that the Employer recognizes its responsibility to provide professional development and will use its best efforts to expedite and accommodate requests for travel and other costs.

**Section Four (b)** Modified to change the reason for which management can withhold prior draw privileges for the next travel authorization from an employee who has failed to comply with prior draw policies from a “reason acceptable to management” to a “good reason.”

**Section Four (c)** Modified to create a joint professional development committee comprised of two (2) representatives from each the State and Union, to administer a fund for defraying expenses incurred for attendance by permanent employees at professional development activities. This is consistent with other professional units. The committee may develop procedures as are necessary to administer the process consistent with the contract and law.

There shall be fifteen thousand dollars (\$15,000) appropriated to the fund in fiscal years 2018 and 2019, which reflects the identical reduction in the Tuition Reimbursement Fund appropriation for those years. There shall be fifteen thousand dollars (\$15,000) appropriated to the fund in fiscal year 2020. That amount shall be increased to twenty-one thousand dollars (\$21,000) in fiscal year 2021. 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 reimbursement of four thousand five hundred dollars (\$4,500) per the contract duration toward the cost of fees, materials, travel, food, and/or lodging related to professional development.

**Section Five** Modified to allow a reduction in the Tuition Reimbursement Fund allocation from forty thousand dollars (\$40,000) to twenty-five thousand dollars (\$25,000) in fiscal years 2018 and 2019 only. The remaining fifteen thousand dollars (\$15,000) for each of those two years shall be appropriated for use by the Joint Professional Development Committee.

**Section Eight** Effective July 1, 2020, twenty thousand dollars (\$20,000) shall be allocated to BESB for the purpose of sending employees to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

## **Article 18 Hours of Work and Work Schedules**

**New Section One (b)** Added to provide the opportunity for interested employees to upgrade to a 40 hour work week. Each Agency shall maintain a volunteer list of employees seeking additional hours as part of their regular assignment. Employees may add or remove themselves from such list semi-annually. No grievance may be filed under this provision except by the Union.

The parties may negotiate over any other schedule in excess of a thirty-five (35) hour work week. The Office of Labor Relations shall be the State’s representative in all such negotiations. If an agreement is reached between the parties to implement a schedule over thirty-five (35) hours, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Undersecretary for Labor Relations and the Executive Director of the Union. This shall not be deemed mid-term bargaining for purposes of interest arbitration.

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

**Section Nine** Updated to provide that the BESB work calendar shall start between August 20 and September 1 and end between June 20 and June 30.

**Section Ten** Modified to give compensatory time off to BESB employees with schedules over 217 days.

## **Article 27 Compensation**

**Section One (a)** There shall be no general wage increase to any P-3A bargaining unit employee for the 2016-2017, 2017-2018, and 2018-2019 contract years. Individuals entitled to a promotion in accordance with the rules governing these subjects as outlined in the Connecticut General Statutes or their collective bargaining agreement shall receive increase in wages due to such promotion in accordance with past practice.

**Section One (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%).

**Section One (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** Updated to reflect the following:

- There will be no annual increment or top step lump sum payments made for contract years 2016-2017 and 2017-2018.
- Effective July 1, 2018, P-3A bargaining unit employees not at the top step of their pay plan shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.
- Employees at their top step shall receive a one-time two thousand dollar (\$2,000) payment effective July 1, 2018 or top step lump sum plus one thousand dollars (\$1,000) if greater. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment (of either \$1,000 or \$2,000 depending on the amount of their normal top step bonus) shall be paid in July 2018. The top step lump sum payment (for those

employees who have normal top step bonuses in excess of \$2,000) shall be paid on the employee's normal increment date.

- Effective July 1, 2019, P-3A bargaining unit employees shall receive annual increments and top step lump sum payments.
- Effective July 1, 2020, P-3A bargaining unit employees shall receive annual increments and top step lump sum payments.

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

### **Article 31 Vacations**

**Section Two** Modified to increase the accumulation of vacation days for employees hired on or after July 1, 1977 from sixty (60) days to seventy (70) days.

This modification is designed to prevent employees from using the additional accruals when they have built up the maximum number of vacation days. Instead of using the accruals each month, employees can accumulate them up to 10 days per year in order to take the additional 10 days, but cannot be paid out for them.

### **Article 32 Pregnancy, Maternal and Parental Leave**

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

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

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

The exact language of this provision is being finalized.

## Article 34 Sick Leave

**Section Three (b)** Updated to remove references to domestic partners; to change “husband, wife” to “spouse” and “father, mother” to “parent;” and to expand the definition of immediate family to include step-siblings, half-siblings, and step-children.

**Section Three (c)** Modified to increase the number of sick leave days an employee may use in the event of illness or injury to an immediate family member from five (5) to ten (10) days. Deleted references to “critical” illness and “severe” injury.

**Section Fourteen (c)** Modified to require that in order to be eligible for allocations of sick days from the sick leave bank, an employee must have exhausted all sick leave, personal leave, and all but 4 weeks’ vacation leave.

**Section Fourteen (d)** Modified to provide that a new medical certificate may be required after 60 days.

**Section Fourteen (g)** Deleted section concerning repayment to the sick leave bank in the event the employee returns to full-time work.

**New Section Fourteen (h)** Added that employees may voluntarily donate up to ten (10) days to the sick leave bank per contract year.

## Article 35 Miscellaneous

**New Section Seven** Added to incorporate the statewide cross-unit language concerning inclement weather. The language defines essential employees as follows:

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

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

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

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

**New Section Eight** Added to incorporate the statewide cross-unit language concerning telecommuting and alternative work schedules.

There shall be a Statewide Telework Committee, the purpose of which is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be 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.

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

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



- (2) The determination of the Employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

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

### **Article 38     Duration**

Duration of the Agreement updated to cover the period of July 1, 2016 to June 30, 2021.

### **New Appendix B – Arbitration Protocol**

1. The parties will meet monthly to discuss all grievances on which arbitration is demanded. The purposes of such meeting are: (a) to categorize grievances in accordance with this agreement; (b) to schedule grievances for hearing dates in accordance to this agreement; and (c) to resolve matters that can be resolved.
2. The parties will schedule at least eight (8) dates per year on a rolling basis at least 90 days in advance. The intention is to use all those dates if possible unless no matters are pending and to eliminate if possible, and if not to minimize, the number of paid arbitration days which are not used by the parties as a result of settlements occurring within the cancellation penalty period.
3. The parties will schedule matters for hearing in the order in which arbitration is demanded. The parties recognize that all things will often not be equal. For that reason, some matters are assigned categorical priority below. Each party may choose up to three (3) matters per year to be given expedited priority regardless of their category or nature. Certain matters will be assigned to the “fill-in” category at the parties’ monthly meeting. The priorities are from lowest to highest:
  - a. Matters in which there is no alleged ongoing harm to either party, and which can be prepared for hearing with little advance notice. These matters will be assigned by the parties to the “fill-in list” which will be used to cover arbitration dates available from late settlements, or because there are no higher priority matters.
  - b. Matters in which there is no alleged ongoing harm to either party, but which cannot be prepared for hearing with little advance notice.
  - c. Matters in which there is alleged ongoing harm to either party.
  - d. Matters which either party has assigned high priority status (limit of 3 per party per contract year).

4. At the time of assignment of category, the parties will endeavor to be familiar enough with the facts of the matter and with the strengths and weaknesses of their position to have productive settlement discussions.

#### **Side Letter Concerning Education Consultant Position**

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


#### **Memorandum of Agreement Concerning Job Security**

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

#### **Memorandum of Agreement Concerning Furlough Days**

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

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

  
\_\_\_\_\_  
Lisa Grasso Egan  
Undersecretary for Labor Relations