



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

September 6, 2017

GENERAL NOTICE NO. 2017-17-REVISED

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: The Administrative and Residual Employees Union (P-5) Bargaining Unit Contract Changes

The following summarizes the substantive changes contained in the 2016-2021 Administrative and Residual Employees Union (P-5) 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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 2 Contract Coverage [Effective upon Legislative approval]

Section Three Durational Positions and Temporary Employees

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

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

Status:

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

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

Benefits to employees in Durational Positions:

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
- Personal Leave
- After 6 months, vacation and sick retroactive to date of hire.
- Access to military leave as governed by Article 38

An employee hired for a durational position or treated as 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 4 Employee Bill Of Rights

Section Four Modified to allow any employee who has waived his/her right to union representation to retract such waiver, in writing, at any point during the grievance process.

Article 15 Grievance Procedure

Section Nine (a) The cancellation period for arbitrators selected after July 1, 2017 shall not exceed three (3) weeks.

New Section Thirteen If an employee is reinstated following a termination, after having been paid out for his/her accrued leave, he/she may reinstate said banked leave, or any portion thereof, by offering repayment at the same cost at which it was paid out.

Article 16 Hours of Work

Section Six (Substitute entire section)

In the instance of a Governor (designee) delayed opening of 11:00 AM or later, Article 16 Section 6 of the A&R contract shall not apply and employees shall be expected to arrive at the Governor (designee) declared start time. In instances where an employee arrives after the Governor (designee) declared start time, said employee may opt to either make up the extended delay or charge said excess time to accrued leave. In all other regards, including delayed openings prior to 11:00 AM, Article 16 section 6 and MOU 8 language shall control.

New Section Eight Essential Employees

When an employee is required to work despite the Governor (or his 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.

Article 16A Alternative Work Schedules

Section One (Substitute entire section)

- (a)** Notwithstanding any previously published AWS menu of options, agencies may be exempt from offering alternative schedules based on business needs. In requesting such exemption the agency must provide its justification to the Office of Labor Relations, who shall in turn inform the Union of its determination concerning the exemption. Upon request from the Union, through the Office of Labor Relations, the parties shall meet and discuss the exemption. If no agreement is reached, either party may submit the issue to Arbitration for resolution. At their discretion, either party may elect either the regular arbitration process or the Expedited Arbitration. The arbitrator in rendering a decision must give weight to the following factors: the impact on clients, consumers and/or the public, the impact on the Agency/Department, and the impact on the employees. Any such request for an exemption of employees currently participating in an AWS program shall be stayed until receipt of the Arbitration Award.
- (b)** Assignment to any variation of the standard work week, is not considered an alternative work schedule.
- (c)** Each agency shall maintain an AWS Committee of an equal number of representatives of the Union and the Agency. The Committee shall review and vote upon all new and/or revised, AWS programs and offerings.
- (d)** Employees on an AWS schedule may be required to attend meetings scheduled outside the standard work week as defined in Article 16 with no less than ten (10) days' notice. Employees not otherwise scheduled to work during the required meeting time, outside the standard work week, will be eligible for overtime/compensatory time as prescribed by this Agreement.

Employees on an AWS schedule may be required to attend meetings scheduled within the standard work week as defined in Article 16, provided they receive no less than ten (10) days' notice. Such timely notice will preclude overtime or compensatory time for such meetings. Employees shall adjust their schedule accordingly. Such notice shall not be required when such employees are scheduled to work during the scheduled meeting times according to their approved AWS scheduled hours or core hours for employees on an unrestricted daily starting and quitting times.

Article 18 Vacations

Section Two (Substitute entire section) No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Such permission shall not be unreasonably denied. Employees are urged, however, to schedule use of vacation leave to preclude build-up of accrued vacation.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be seventy (70) days, but the maximum payout upon leaving state service shall be 60 days.

Section Three (b) (Substitute entire section) When a shift off (or any portion thereof) is granted by the act of the Governor (or his/her designee) an employee scheduled to charge vacation accruals or personal leave on that shift shall not be charged. However, this provision shall not apply in the event the employee had leave scheduled for the entire work week (e.g., Monday – Friday).

Article 19 Sick Leave

Section Three (b) Modified to include mother-in-law and father-in-law as immediate family.

Section Three (d) Modified to include memorial services.

Section Five (Substitute entire section) A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. Employees scheduled to be out sick shall not be charged a sick day if the State is closed by act of the Governor (or his/her designee) during that employee’s normal work shift (or any portion thereof) however, this provision shall not apply in the event the employee had leave scheduled for the entire work week (e.g., Monday-Friday).

Article 24 Compensation

Section One General Wage Increases

There shall be no general wage increase paid to any bargaining unit member for the 2016-2017, 2017-2018, and 2018-2019 contract years.

Effective with the pay period that includes July 1, 2019, the base annual salary for all 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 bargaining unit employees shall be increased by three and one-half percent (3.5%).

Section Two (Substitute entire section) Annual Increments

Effective 7/1/2019, 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.

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 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.

Section Three (a) Longevity

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.

Section Six (Substitute first paragraph) 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) to the Tuition Reimbursement.

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.

Section Nine (Substitute entire section) Effective July 1, 2016, July 1, 2017 and July 1, 2020, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$100.

Effective July 1, 2019 and July 1, 2020, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$110.

Section Ten (Substitute entire section) 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 \$1.25 per hour shall be paid for each hour so assigned and for holiday on-call/standby, the rate will be \$2.00 per hour. Effective July 1, 2019, the rate shall be increased to \$1.50 per hour and for holiday on call/stand-by, the rate will be \$2.50 per hour. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed \$175 per employee per week.

Section Twelve (Substitute entire section) 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 \$250: Department of Agriculture Inspector Dairy or Department of Agriculture Inspector Poultry and Livestock. Effective July 1, 2019, the rate shall be increased to \$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.

New Section Fifteen Effective July 1, 2017, one thousand dollars (\$1,000) to be paid quarterly at two hundred and fifty dollars (\$250) to anyone designated by management to interpret a foreign language (including sign language) on an assignment. Receipt of the quarterly payment will be dependent upon the actual necessary utilization during the quarter. Members performing such services shall be drawn from agency volunteer lists, which shall be maintained and updated twice a year.

New Section Sixteen Furlough Days

During FY18, twenty-four (24) hours of furlough time will be charged evenly across the remaining pay periods of the fiscal year. The P-5 bargaining unit furlough days shall be 11/24/17, 12/26/17, and 12/27/17. 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-5 furlough day, will select another date within the fiscal year. Any employee who has already qualified for the day off on November 24 via the holiday compensatory time provision may select another furlough day. An employee who is scheduled for more or less than eight hours on a furlough day will adjust their schedule for that pay period. Subject to agency operating needs, the appointing authority may designate an employee to work on one of the P-5 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.

The value of three (3) furlough days (or pro rata) will be evenly charged across all remaining pay periods in FY18. In exchange for the reduction in pay, bargaining units shall take three (3) days off without the additional loss of compensation, as a day in lieu of a voluntary schedule reduction

day. 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.

Article 31 Professional Development and Conference Fund

Section Six (Revised first paragraph) 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, and July 1, 2020, the State will allocate one hundred twenty-five thousand dollars (\$125,000) to the Professional Development and Conference Fund.

Section Seven (Substitute entire section) Each employee shall be entitled to a maximum of \$600.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at conferences, seminars, and programs. 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 \$1,200, 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.

New Section Eight CLE Coverage

For employees in job titles requiring that such employees be admitted to practice law in the State of Connecticut, attendance at, participation in, and travel to Continuing Legal Education courses approved for Connecticut credit shall be considered accepted uses of Professional Leave, pursuant to Section Five of this Article, and Professional Development Funds, pursuant to Section Seven of this Article. Membership dues in any single state, county, or local bar association providing such Continuing Legal Education courses shall be an accepted use of Professional Development Funds pursuant to Section Seven of this Article. Such online CLEs shall be considered an acceptable use of State systems on Professional Development time. Nothing in this Section shall modify the maximum per employee allotment of funds or leave days provided in Sections Five or Seven of this Article.

Article 33 Safety

New Section Five An employee may not work more than eighteen (18) consecutive hours in a twenty-four (24) hour period unless a special exception is made by the Agency head (or Designee), or under a declaration of State of Emergency made by the Governor.

Article 38 Miscellaneous

Section Six Military Leave

Modified to add the following: To the extent that State or Federal law provides a greater military leave benefit for employees than the above rights, State or Federal law, as amended from time to time, shall prevail.

New Section Fourteen Compensatory Time Usage

Compensatory Time will continue to be used like all other accrued leave, upon request by an employee and approval by management.

Article 44 Duration of Agreement

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

New Article 46 Telecommuting

The Office of Labor Relations and the Union shall form a Labor Management Committee to negotiate the implementation of Telecommuting for A&R members no later than October 1, 2017. Such negotiations shall provide rights and benefits no less than those provided under any statewide telecommuting committee or agreement formed as a result of SEBAC 2017. All telecommuting rights provided through SEBAC 2017 are incorporated herein.

MOU VIII: For enumeration paragraph #1: strike all language prior to “An employee scheduled in advance to work...”

For enumerated paragraph #7 updated to reflect “expires coterminous with the contract.”

MOU X Paragraph #2: change the notification date from September 1 to March 31.

MOU XIII (add new) Lateral Displacements in Trainee Classes.

Agreement Regarding Days and Occasions will remain. May be replaced with new MOU XIV as resolution of A&R Institutional Grievance OLR No. 16-4701/A&R No. 12.046.

All other MOUs and Side Letters continued unless agreed otherwise.

New Statewide FMLA language

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.

Please use this 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.



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