

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

May 25, 2022

GENERAL NOTICE NO. 2022-12

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 2021-2025 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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 agreement¹.

Article 5 Union Rights

Section Three. Expanded access to facilities to include for the purpose of discussing "workplace related complaints and other workplace issues."

Sections Six, Eight and Eleven were modified as follows:

Section Six. Access to Information

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[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

¹ Strike-out language is to be deleted and underlined language is the new language.

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.

...

[NEW] Section Eight. Orientation. 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 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 shall 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.

Article 6 Union Security and Payroll Deductions

This provision was updated to comply with 2021, P.A. 21-25, § 1, codified as C.G.S. § 31-40bb as follows:

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 applicable dues payable to the Union.~~

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 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.~~

Article 10 Personnel Records Sections One and Two were modified as follows:

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.

Article 11 Performance Evaluation

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

Section Five subsection (c) was modified to reflect that level funding of the merit system would continue at \$500,000 for each year of the contract.

Section Six the parties agreed to delete section 6 that provided for a committee to improve the merit evaluation and promotion systems through a 2018 reopener.

Article 15 Grievance Procedure

Section Six, Step III was modified to allow for the electronic submission of grievances to Step Three.

Article 17 Professional Development

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Section Four subsection (c) was updated to provide for professional development appropriation at the level of \$21,000 in each year of the contract.

Section Five. Tuition Reimbursement. Subsection (a) was updated to provide for funding at the level of Forty Thousand dollars (\$40,000) in each year of the agreement to provide full reimbursement for tuition and fees to eligible employees.

...

Section Eight was updated to provide for funding at the level of Twenty Thousand dollars (\$20,000) to 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 DORSADS/BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

Article 25 Transfers Section Four was modified as follows with respect to home office duty stations:

Section Four. Bureau of Education and Services for the Blind 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.

Article 27 Compensation The following economic items reflect the SEBAC 2022 package as well as unit specific economic terms:

(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 step added to the existing pay plans for this unit that has a standard increment.

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 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.

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.

Section Four. Travel Reimbursement these reimbursements continue in effect without change.

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 through Section Eight no changes were made to these sections.

Article 28 Method of Salary Payment

Section Three was modified to provide that “all employees are encouraged to participate in direct deposit of their paychecks.”

Article 34 Sick Leave

Section Fourteen (d) regarding the sick leave bank was modified to shorten the waiting period from 16 days to 6 days.

Article 35 Miscellaneous Section One of this Article was modified as follows:

Section One. Electronic copies of this Agreement shall be made available to employees and management personnel. To the extent necessary, the parties will cooperate in arranging for the most economical and expeditious printing of this Agreement in booklet form and will share the cost of same. If management requests one or more copies of printed booklets printed by the Union, it shall reimburse the Union for the full cost thereof.

Article 38 – Duration

Section One provides that this Agreement shall be effective on July 1, 2021 and shall expire on June 30, 2025.

MOU re: Article 35, Section One, Printing of the Agreement This MOU was deleted.

Memorandum of Understanding – Regarding the Resolution of Grievances [Appendix B]

The following new language regarding the resolution of grievances replaces the protocol language contained in the prior agreement:

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 15, 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.

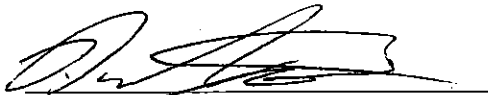
8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.

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.

Side Letter Concerning Educational Consultant Position. This side letter was deleted.

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.



David Krayski
Acting Undersecretary for Labor Relations