

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

May 25, 2022

**GENERAL NOTICE NO. 2022-13**

**TO: Labor Relations Designees**

**FROM: Office of Labor Relations**

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

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The following summarizes the substantive changes contained in the 2021-2025 Education Professionals (P-3B) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement<sup>1</sup>.

**Article 1 Recognition**

**Section Three** This provision was updated to reflect the elimination of the “payment of agency fees.”

**Article 8 Union Rights**

**Section Three** Modified to expand access to facilities to include for the purpose of discussing “workplace related complaints and other workplace issues.”

**Sections Six, Eight and Nine were modified as follows:**

**Section Six. Access to 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

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<sup>1</sup> Strike-out language is to be deleted and underlined language is the new language.

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.

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**[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 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.

## **Article 9 Union Security and Payroll Deduction**

**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 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.** [there were no changes to this section.]

**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.** [there were no changes to this section.]

**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.

**Article 11** 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, 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 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.

...

## **Article 12 Service Ratings**

**Section Three.** Modified as follows to reflect that two "fairs" equates to an overall fair rating:

~~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 an 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.

## **Article 16 Grievance Procedure**

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

**Article 19 Compensation** The following economic items reflect the SEBAC 2022 package as well as unit specific economic terms:

**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%).

**Section Two. A new subsection (d) was added as follows:**

...

**(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 Four. Teacher Pay Plan.**

The following paragraph was added to subsection(a):

(a)

...

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 Master's Degree in Speech and Language Pathology.

The following was added to subsection (c) (6):

**(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 Eight. (a) Annual Increments (Step Plans)**

- 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) 4<sup>th</sup> 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.** Longevity – employees continue to be eligible for longevity for the life of the contract.

**[NEW] 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.

## **Article 22 Training**

**Sections Four and Five were modified as follows:**

**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(1)(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.

**Article 23 Professional Leave** added one additional leave day as follows:

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.

**Article 24 Tuition Reimbursement** Sections One and Three were modified to increase the maximum credit limit to 18 credits and to update the dates for tuition funding for the duration of the contract as follows:

**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),~~ 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 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.

**Article 25 Professional Conference and Workshop Fund** Sections One, Three and Four were modified as follows; Sections Two, Five and Six remained unchanged.

**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.** [No changes were made.]

**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.** [No changes were made.]

**Section Six.** [No changes were made.]

**Article 40 Sick Leave** Section Eight (c) regarding the sick leave bank was modified to shorten the waiting period from 16 days to 6 days and to allow for more flexible drawing of benefits as follows:

(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 sixth (6th) ~~sixteenth (16<sup>th</sup>)~~ 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.

**Article 50 Temporary Service in a Higher Class** Sections One and Five were modified to confirm that OPM's approval is necessary with respect to positions:

**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 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.

## **Article 52 Method of Salary Payment**

Section Two was modified to provide that "all employees are encouraged to participate in direct deposit of their paychecks."

**Article 55 Miscellaneous** Within this Article, Section 1 was updated to provide for electronic copies which also allowed for the elimination of an outdated Side Letter re: printing; and the introductory paragraph of Section 10 (a) was eliminated as follows:

**Section One. Printing of Agreement.** Electronic copies of this Agreement shall be made available to employees and management personnel. To the extent necessary, The 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.

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**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.

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**Article 59 Quality of WorkLife** The following new language was added to the Article to allow for the transfer monies from the QWL Fund to the Tuition Reimbursement or the Professional Conference and Workshop Funds:

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 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.

## **Article 60 – Duration**

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

**[NEW] Memorandum of Understanding – Regarding the Resolution of Grievances [Appendix E]** 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 16**, 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.

**[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.

**[NEW] MOU re: Article 33 – School Calendars** The following reflects a new pilot program agreement affecting the Department of Children and Families:

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.

**[NEW] 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 than paid time has been offered, and has accepted, a schedule of at least 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.
  - 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.

### [NEW] 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 a memorandum of agreement submitted as part of the overall P-3B tentative agreement:

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 I, 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.

#### **[NEW] 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.

### **[NEW] 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.

### **[NEW] 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) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership

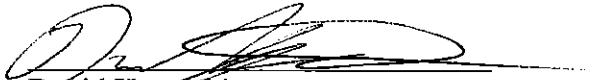
- Union Leadership
- Such others as any of those above deem helpful

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.

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).



David Krayski  
Acting Undersecretary for Labor Relations