

Tentative Agreement – P3B

ARTICLE 1 - RECOGNITION

Section One. The State of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive bargaining representative of the State employees whose job titles are placed within the following certified unit by the Connecticut State Board of Labor Relations or by agreement of the parties: The Institution Educators, SE-3323.

Section Two. This Agreement shall pertain only to those employees whose job titles fall within those certifications above cited and shall not apply to non- permanent employees who are appointed on a temporary, emergency, provisional, durational basis not to exceed six (6) months, or seasonal basis. Persons serving a working test period are not excluded. Part-time employees working under twenty (20) hours per week are covered by this Agreement to the extent provided in Article 51.

Section Three. (a) Provisional Employees. A provisional employee is an employee who has been initially appointed to a permanent position pending State examination or examination results. Provisional employees are subject to the requirements of the merit system in all respects, including but not limited to, certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination of employment without right of appeal except as may be provided by the merit system. In all other respects, this Agreement shall apply to a provisional employee in a permanent position from the date of appointment.

(b) Temporary and Durational Employees. A temporary employee is an employee appointed on a temporary or emergency basis or appointed to a temporary position of six (6) months duration. A durational employee is an employee appointed on a durational basis or to a durational position for a period of

six (6) months duration or the length of leave of absence of the employee replaced, whichever is longer. Due to nature of the appointment, temporary and durational employees cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal.

This Agreement entitles a temporary or durational employee, whether originally appointed for less than or more than six months, to the following after six (6) months of continuous service:

Vacation, if eligible, accrued from date of hire in accordance with Article 39, use of accrued vacation and payment of unused vacation upon termination.

Sick Leave accrued from date of hire in accordance with Article 40, and use of accrued sick leave.

Holiday benefits, if eligible, in accordance with Article 38.

Participation in group health insurance provided in accordance with Article 45, subject to any waiting period imposed by the insurance carrier.

Group life insurance in accordance with Section 5-257, Connecticut General Statutes.


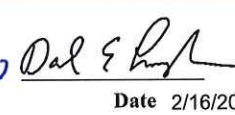
Membership in the employee organization ~~or payment of agency fees~~ in accordance with Article 9.

Time served as a temporary or durational employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of temporary or durational employment and permanent employment. This Section shall not be deemed as a waiver of any requirements of the merit system.

Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding temporary and durational appointment, which can be found in Appendix F.

For the State:

For the Union:

 3-14-2022 

Date

Date 2/16/2022

TENTATIVE AGREEMENT – P3B

ARTICLE 8 - UNION RIGHTS

Section One. [NO CHANGE]

Section Two. [NO CHANGE]

Section Three. Union staff representatives and officials shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating ~~filed~~-grievances, workplace-related complaints and other workplace issues, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the appropriate management official and do not interfere with the performance of duties. The Union shall furnish the State employer with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

Section Four. Role of Stewards in Processing Grievances. [NO CHANGE]

Section Five. Bulletin Board. [NO CHANGE]

Section Six. (a) Access to Information. The Employer agrees to provide the Union, upon request and within a reasonable period of time, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

(New) (b) Access to Systems to Communicate with Members. The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section Seven. [NO CHANGE]

~~Section Eight. Orientation. The Union shall provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name of his/her steward. During the first month of employment all new employees and their steward shall be released from work, if they so desire, for one (1) hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the employer.~~

The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

Section Nine. The State will permit use of certain areas within facilities for Union meetings, subject to operating needs, during meal periods, during paid and unpaid breaks, and at other times outside of normal work hours. Requests for use of facilities shall be made in advance to the appropriate management official. The Union shall reimburse the State for any additional expense, such as security and maintenance costs, incurred as a result of Union use of facilities.

For the State

 3.9.2022

Date

For the P3B Union



Date 3.9.22

TENTATIVE AGREEMENT – P3B

ARTICLE 9 - UNION SECURITY AND PAYROLL DEDUCTIONS

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

Section Two. ~~Union dues shall be deducted by the State employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~

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

Section Three. ~~An employee who fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.~~

The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

Section Four. ~~The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such a~~

~~fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of Union dues or who objects to payment of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to an exclusive bargaining agent or any employee organization constituent thereof. The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract.~~

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

Section Five. The amount of dues ~~or agency service fees~~ deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deduction is made ~~together with a list of employees for whom any such deduction is made.~~ The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, Job Entry Date, and all other information currently provided with such list.

Section Six. No payroll deduction of dues ~~or agency service fee~~ shall be made from workers compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

Section Seven. Payroll deduction of Union dues shall not be ~~made discontinued~~ for other employee organizations not parties to this Agreement.

Section Eight. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues ~~or agency service fees~~, provided any such payroll deduction has been approved by the State in advance.

Section Nine. In the event that any court of competent jurisdiction orders the employer to pay damages due to deduction of Union agency fees or to rebate to employees any portion of such fees deducted pursuant to this Article, the Union agrees to hold the employer harmless for said damages and deductions by paying the State for said damages and deductions.

Section Ten. The State shall continue the voluntary payroll deduction for the Union's political action organization fund as established under the prior agreement. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section Eleven. When the State employer believes that an employee has had an excessive amount of union dues and/or agency service fees withheld from his/her paycheck, the State shall notify the employee and the Union of the amount of and the possible reason for the excessive deductions. The method of repayment, if any, shall be mutually agreed between the employee and the Union and the Union shall notify the State if the matter has been resolved and in what fashion. If the State determines that an employee has had insufficient deductions being withheld for union dues and/or agency fees, the State shall deduct the amount owed by the employee over the same period of time in which the insufficiency occurred, unless the State is notified that the employee and the Union have agreed to some other arrangement.

Section Twelve. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. The State will provide the Union with a monthly report of the ~~new hires and~~ separations in the bargaining unit. The report shall contain the employee name, agency, job title and effective date of the action, in accordance with existing practice, as was shown in the sample report prepared by the Department of Administrative Services during the negotiations for this agreement.

FOR THE STATE:


Date 3.14.22

FOR THE P3B UNION


Date 3.14.22

ARTICLE 11- PERSONNEL RECORDS

Section One. An employee's personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level, or is maintained by centralized Human Resources.

Section Two. An employee covered hereunder shall, within two (2) business days of upon his/her request, be granted reasonable time without loss of pay to examine and copy, at his/her expense, any and all materials in his/her personnel file other than pre-employment material or material that is confidential or privileged under the law. At the agency's discretion, such material may be sent to the employee's worksite for inspection. The State Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to the employee's official personnel records upon presentation of written authorization by the appropriate employee. In matters of confidentiality and access to records, the provisions of applicable statutes and regulations shall prevail.

Section Three. No new derogatory material shall be placed in the employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. Such signature merely indicates that he/she has read the material to be filed, and does not necessarily indicate agreement with its contents. If the employee refuses to sign, a Union steward shall sign indicating receipt. At any time, an employee may file a written rebuttal to any derogatory materials. If an employee fails to attend a meeting scheduled for the delivery of derogatory material, the document(s) may be sent to the employee by certified mail with a copy mailed to the Union.

An employee may file a grievance objecting to any derogatory material placed in his/her personnel file, provided, however, no such grievance shall be arbitrable unless it is alleged by the State employer as just cause for discipline, provided that only the agency expectation and the date it was conveyed may be provided to the arbitrator, not the underlying derogatory materials.

Derogatory material which is not merged in the next service rating shall be considered void after two (2) years unless voided sooner or incorporated into an official disciplinary action. For purposes of this section, "voided" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of an employee's performance, with the understanding that the accuracy of such notes/records may be challenged when used as the basis for official disciplinary action.

For the State:


Date: 3.14.2022

For the Union:


Date: 2.16.22

TENTATIVE AGREEMENT - P3B

ARTICLE 12 - SERVICE RATINGS

Section One. (a) The appointing authority shall cause a service rating report to be filed on a form prescribed by the State in the following instances:

(1) During any working test period, either promotional or original, the quality of service of any employee shall be reported as either: "satisfactory" or better for satisfactory or better performance, and the form shall be placed in the official personnel file not more than six (6) nor less than two (2) weeks prior to the termination of the period; or "unsatisfactory" for unsatisfactory performance, and the report shall be approved by the appointing authority and placed in the personnel file and reported to the Commissioner of Administrative Services or designee.

(2) When the annual performance of an employee with permanent status has been unsatisfactory, whether the agency is granting or precluding an annual increase, the report shall be approved by the appointing authority and placed in the personnel file at least three (3) months prior to the employee's increase date. The three month notice period shall allow reasonable time for improvement and amendment of the annual service rating report, where appropriate, prior to the employee's annual increase.

(3) Should the appointing authority determine that the quality of service of the employee could lead to an unsatisfactory rating, the appointing authority will provide a written corrective action plan designed to assist the employee in developing a satisfactory service rating. Said plan shall be provided not less than four (4) months prior to the end of the rating period; provided, however that no such corrective action plan shall be required if the quality of service deficiency was not known to or easily discoverable by the appointing authority prior to the commencement of the 4 month period. In such cases, the employee shall be given notice of the service deficiency as soon as reasonably possible after the appointing authority's discovery.

(4) When the appointing authority wishes to amend a previously submitted unsatisfactory report due to the marked improvement in an employee's performance, such report shall be filed not later than two (2) weeks prior to the increase date and shall restore the annual increase.

(5) Annually for each permanent employee, said annual rating shall be completed and filed in the personnel file in the office of the appointing authority at least three (3) months prior to the employee's annual increase date.

(6) At such other times as the appointing authority deems that the quality of service of an employee should be recorded provided that no second "unsatisfactory" service rating shall be given until after the employee has had a reasonable opportunity to correct deficiencies.

(b) A service rating will be conducted by a qualified management designee who is familiar with the employee's work. No supervisor shall make comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating. Employees may, if they desire, contribute their written comments as an addendum to the Service Rating document. All unsatisfactory ratings must be discussed with and signed by the employee (indicating he/she has seen it, rather than signifying agreement) within seven (7) days of the issuance of the rating.

(c) When an employee is issued an "unsatisfactory" service rating, the rating supervisor shall state the reasons and expectation for improvement.

(d) No second "less than good or unsatisfactory" service rating shall be given until the employer has implemented a remedial plan which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. In the case of a permanent employee, said remedial plan must be in place for at least six (6) months before a second "less than good or unsatisfactory" service rating is issued.

Section Two. Only disputes over unsatisfactory service ratings shall be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously.

Section Three. ~~A rating of "unsatisfactory" in one category or of "fair" in two (2) categories shall constitute an unsatisfactory service rating which may be considered grounds for denial of an annual increment.~~

(a) "Overall Fair Rating". Ratings of "fair" in two (2) categories shall constitute 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.

Section Four. (a) Review of existing and new evaluation forms and procedures shall be an appropriate subject of the Labor Management Committee.

(b) The Bureau of Rehabilitation Services, Disability Determination Services, and the Board of Education and Services for the Blind will discuss topics of mutual concern regarding performance evaluations through their agency labor management committees.

Section Five. For the purposes of teacher evaluation, the State will comply with Section 10-151b of the General Statutes, the

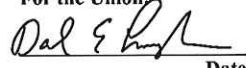
exclusive representative in this case being the CSEA.

Section Six. As part of the teacher evaluation process, each teacher shall be expected to complete professional development goals, objectives, and/or projects during the school year. The goals will be developed in conjunction with the supervisor or manager as provided in the agency's teacher evaluation plan. Such goals, objectives, and/or projects shall be intended to improve the quality of educational services for the students, to improve the performance and expertise of the teacher, to provide benefits for the school system, and to implement the agency's professional development plan.

For the State:

 3.14.2022
Date

For the Union:

 2.23.22
Date

TENTATIVE AGREEMENT – P3B

ARTICLE 16 GRIEVANCE PROCEDURE

Section One. Definition. A grievance is defined as any written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision(s) of this Agreement.

Section Two. Format. Grievances shall be filed on mutually agreed upon forms which specify: (a) the facts; the issue; (c) the date of the violation alleged and the location of the affected employee(s); (d) the controlling contract provision; and (e) the remedy or relief sought.

The union representative or steward shall make his/her best effort to clearly and completely fill out the grievance form and to include the specified information. In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his/her best efforts to handle the grievance as he/she understands it. A grievance may be amended up to and including Step III, provided that the Union provides notice to the appropriate Management designee of the change no less than seven (7) days prior to the scheduled Step III hearing date.

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may, in appropriate cases, submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or group of employees elect(s) to submit a grievance on their own behalf without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided with a copy thereof, and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting. The Union shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

The State will continue its practice of paid leave time for witnesses of either party at all steps of the grievance procedure.

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

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or the Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. This provision shall not preclude a grievant from having the right to pursue and obtain remedy for any continuing or ongoing violation.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the subagency designee who is outside the bargaining unit. Such designee shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting, but not later than fourteen (14) days after the submission of the grievance.

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the previous response. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within five (5) days thereafter.

Step III. Undersecretary of the Office of Labor Relations or designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary of Labor Relations or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary of the Office of Labor Relations within seven (7) days of the date of the Step II response. Said Undersecretary or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within ten (10) days of the conference.

Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

Step IV. Submission to Arbitration. Within fourteen (14) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within fourteen (14) working days after the expiration of the thirty (30) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.

Mediation. If mutually agreed upon by the parties, an unresolved grievance filed for arbitration shall be submitted to a pre-arbitration mediation meeting. The mediation shall be conducted by a mutually acceptable mediator selected by the parties and shall be understood to be a non-binding process. The mediation shall be scheduled within forty-five days, if practicable, after the parties have agreed to mediation. The costs of the mediation shall be shared equally between the State and the Union.

Notwithstanding the foregoing, unless the parties agree to the contrary for a particular case, the Arbitration Protocol regarding the resolution of grievances set forth as Appendix E to the agreement will replace the third step of the grievance procedure, and the arbitration scheduling provisions of Article 16. The union may invoke arbitration following step 2.

Section Seven. For the purposes of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement in writing may extend time limits or waive any or all of the steps hereinbefore cited.

Section Eight. In the event that the State employer fails to answer a grievance within the time specified, the grievance may be

processed to the next higher level and the same time limits therefor shall apply as if the State employer's answer had been timely filed on that last day.

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

Section Nine. (a) The parties shall establish a panel of up to five (5) mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. The parties shall expedite cases involving dismissals, demotions, and suspensions of five (5) days or more.

Submission to arbitration shall be by certified letter, postage prepaid, to the Undersecretary for the Office of Labor Relations. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case. In determining whether a grievance shall be deemed arbitrable, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy".

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

In cases of dismissals, demotions or suspensions in excess of five (5) days, a party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription will be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

The State will continue its practice of paid leave time for witnesses of either party. The steward representing the grievant(s) shall also be granted such paid leave time to be present.

(c) The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes. Neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over awards, including post-arbitral review of awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

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

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

- (a) Dismissal of employees during the initial working test period;
- (b) Failure of a promotional working test period;
- (c) Service ratings when used as the basis of termination during the initial working test periods or of failure of a promotional working test period;
- (d) The decision to lay off, provided that the Employer shall provide the Union, upon request, supportive data regarding the decision to lay off or the non-disciplinary termination of an employee due to lack of possessing or maintaining an appropriate certification or a statutorily required educational degree.
- (e) Notwithstanding the provision of Article 49, classification and pay grades for newly created bargaining unit jobs, provided, however, that this clause shall neither enlarge nor diminish the Union's right to negotiate pay grades;
- (f) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed which antedate this Agreement shall not be deemed to have been waived by execution of this Agreement.
- (g) Any inherent management right not restricted by a specific provision of this Agreement;
- (h) Health and safety issues which might otherwise be covered by Conn OSHA;
- (i) Affirmative action and alleged discrimination issues where the Commission on Human Rights and Opportunities asserts jurisdiction; for the purposes of this provision, the phrase "asserts jurisdiction" shall denote the point in time in which the CHRO serves the complaint upon the respondent and requests the respondent to answer the complaint.
- (j) Bill of Rights Clause. Those provisions of Section One which otherwise are protected by Federal and State law.

Section Twelve. The ~~existing~~ procedures for handling disputes over reclassification ~~shall remain in force~~ are addressed in Appendix C.

Section Thirteen. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

For the State


Date 3.14.2022

For the Union



Date 2.23.22

TENTATIVE AGREEMENT- P3B
ARTICLE 19 – COMPENSATION

Section One.

(a) Special Lump Sum Payments:

1. Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of \$2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

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

(b) General Wage Increases:

1. Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit.

2. Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

3. Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

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

~~(b) Effective July 1, 2019, the base annual salary for all P–3B bargaining unit employees shall be increased by three and one-half percent (3.5%).~~

~~(c) Effective July 1, 2020, the base annual salary for all P–3B bargaining unit employees shall be increased by three and one-half percent (3.5%).~~

~~The agreement shall reopen, effective July 1, 2019, solely to allow resolution of any demand the Union may make for a restructuring of salary, increment, or pay structure, consistent with the “Framework for Job Security concerning Wages and Other matters” attached to the 2017 SEBAC Agreement. That framework allows changes in the distribution of GWI and increment to reflect restructuring that may occur, but does not allow the Union to bargain to increase total compensation. The Union may effectuate the~~

~~reopener by informing the State, in writing, on or before January 1, 2018, of its desire to do so.~~

Section Two. Compensation Schedules. In addition to the standard step schedule, there shall be the following extended compensation plans:

(a) Instructor salary schedule which includes the classes of Developmental Services Adult Services Instructor and Industries Instructor (B.E.S.B.)

(b) Teacher salary schedules which include the classes of State School Teacher, Pupil Services Specialist, Education Consultant for the Blind (Mobility Instruction), Rehabilitation Teacher 1, Rehabilitation Teacher 2, Correction Department Vocational Instructor, and Correction Recreation Supervisor.

(c) Supervisor salary schedule which includes the classes of Developmental Services Education Program Supervisor and State School Department Head, and which provides that employees with a sixth (6th) year certificate in the appropriate area of certification shall be assigned to steps 3 through 13 while employees without such sixth (6th) year certificate shall be assigned to steps 1 through 10.

(e)(d) Effective July 1, 2022, classifications that fall within the EC25 pay plan shall have steps 8, 9 and 10 adjusted to provide for a full step increment of 2.5%. Employees entitled to a step adjustment payment as referenced above will receive it in the pay period that includes July 1, 2022.

Section Three. Instructor Pay Plan. (a) The Instructor Pay Plan shall contain a Step 2 hiring rate for individuals possessing a Bachelors Degree and a Step 3 hiring rate for individuals possessing a Masters degree in a job related area.

(b) An employee who was a Developmental Services Worker 1 or 2 and becomes a Developmental Services Adult Services instructor shall be placed on the Instructor Pay Plan by the traditional mode. An employee who was a Lead Developmental Services Worker and becomes a Developmental Services Adult Services Instructor shall be placed on the step of the Instructor Pay Plan closest to, but not less than, his/her prior salary. An employee who was a Supervising Developmental Services Worker and becomes a Developmental Services Adult Services Instructor shall be placed on the Step of the Instructor Pay Plan closest to, but not more than, his/her prior salary. For employees whose job titles are other than those listed above, placement on the Instructor Pay Plan shall be based on the comparability of their class with the above listed classes. An Instructor who leaves this class for another position in state service and subsequently returns to an Instructor position shall be paid at the rate of pay which he/she would have arrived at had he/she been serving in the position of an Instructor instead of in the position of the other class.

Section Four. Teacher Pay Plan.

(a) Effective September 12, 1986, separate Teacher salary schedules shall be established based upon the level of educational achievement in job-related course work: Bachelors degree; Masters degree or Bachelors plus 30 credits; and Sixth Year or Masters plus 30 credits.

For employees hired after July 1, 2009 to be eligible for a higher pay plan, credits used for pay plan advancement must be earned after the Bachelors degree. Prior to hire, the

agency will review the educational credits and degrees of the potential employee and disclose in writing to the potential employee both the agency's position as to the appropriate salary schedule and the additional credits, if any, beyond the Bachelors degree.

Effective July 1, 2009, bargaining unit members with a sixty (60) credit Masters in Social Work (MSW) shall be placed on the Sixth Year salary schedule. The salaries of employees shall be calculated into the higher salary group using the round up method. There shall be no retroactive payments and this shall only pertain to Masters Degree in Social Work (MSW).

Effective July 1, 2022, employees in the classification of Pupil Services Specialist who have obtained a sixty (60) credit Masters in Speech and Language Pathology shall be placed on the Sixth Year salary schedule. The salaries of employees shall be calculated into the higher salary group using the round up method. There shall be no retroactive payments and this shall only pertain to Masters Degree in Speech and Language Pathology.

(b) Employees who become eligible for advancement to a higher salary schedule due to educational achievement shall be placed on the appropriate schedule as of the effective date of their next annual increment. Such employees shall be advanced one step, if possible, for their annual increment and then placed on the same step of the new pay plan the employee held prior to the placement.

(c) (1) Employees in the class of Education Consultant for the Blind (Mobility Instruction) shall be assigned to step 1 through 14 of the twelve month pay plan of the appropriate educational schedule.

(2) Employees in the classes of Rehabilitation Teacher 1 and Rehabilitation Teacher 2 shall be compensated on the appropriate educational schedules of the Ten Month Teachers pay plan, with the limitation that employees in the class of Rehabilitation Teacher 1 will be restricted to steps 1 through 7 and shall proceed to step 8 only upon attainment of the experience and training requirements of the Rehabilitation Teacher 2 job specification.

(3) Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Ten Month Teacher Pay Plan. Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Bachelors degree schedule of the Teacher Pay Plan.

(4) Employees in the classification of Correctional Recreation Supervisor shall be eligible to be compensated on the Masters degree or Sixth year schedules of the teacher pay plan. Employees who have the specified level of educational achievement in job-related coursework shall be placed on the higher schedule as of the effective date of their next annual increment as described in subsection (b) above.

(5) Employees in the classification of Vocational Instructor shall be compensated on the Bachelors degree schedule of the Teacher Pay Plan in accordance with their work schedules (i.e. Ten Month Pay Plan or Twelve Month Pay Plan). Employees in the classification of Vocational Instructor shall be eligible to be compensated on the Masters degree or Sixth year schedules of the teacher pay plan. Employees who have the specified level of educational achievement in job-related coursework shall be placed on the higher schedule as of the effective date of their next annual increment as described in subsection (b) above.

(6) **Twelve Month Bonus.** State School Teachers (12 month) and Pupil Services Specialists (12 month) who were employed as of July 1st and remained employed through October 1st shall receive a lump sum payment of five hundred (\$500) dollars, Correction Department Vocational Instructors (12 month) shall also be eligible for the lump sum payment under the above conditions. Effective July 1, 2022, this lump sum payment shall be increased to seven hundred fifty (\$750) dollars. Effective July 1, 2023, this lump sum payment shall be increased to one thousand (\$1,000) dollars.

Section Five. Supervisor Pay Plan. (a) Employees who become eligible for advancement on the pay plan due to achievement of a sixth (6th) year certificate in an appropriate area of certification shall be advanced on the effective date of their next annual increment. Such employees shall be advanced two steps after receiving their annual increment. In the event an employee does not receive an annual increment, he/she shall be advanced two steps on their annual increment date.

(b) For purposes of determining the step placement on the Supervisor pay plan for employees promoted from ten month positions, the employee's annual salary will be converted to the equivalent twelve (12) month rate prior to calculating the promotional increase.

Section Six. Vocational Rehabilitation Supervisors and Vocational Rehabilitation Senior Counselors shall have an eighth step, which will be one (1) percent above the seventh step, added to their respective salary groups.

The Vocational Rehabilitation Assistant Counselor (Blind) classification will have the same pay grade as the Vocational Rehabilitation Assistant Counselor classification. The Vocational Rehabilitation Counselor (Blind) classification will have the same pay grade as the Vocational Rehabilitation Senior Counselor classification. The Vocational Rehabilitation Counseling Coordinator classification will be two salary groups higher than the Vocational Rehabilitation Senior Counselor classification. The Vocational Rehabilitation Supervisor (Blind) classification will have the same pay grade as the Vocational Rehabilitation Supervisor classification.

Section Seven. Effective July 9, 2004, the daily pay rate for Substitute Teachers shall be ninety dollars (\$90)

and the daily pay rate for Substitute instructors shall be eighty dollars (\$80).

Effective thereafter, the daily pay rates for Substitute Teachers and Substitute Instructors shall be increased by the same percentage as any subsequent general wage increase in the P-3B bargaining unit.

Section Eight. (a) Annual Increments (Step Plans)~~Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, there will be no annual increment payments made for contract years 2016-2017 and 2017-2018.~~

~~Effective July 1, 2018, P-3B bargaining unit employees shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment shall be paid in July 2018.~~

~~Effective July 1, 2019, P-3B bargaining unit employees shall receive annual increments.~~

~~Effective July 1, 2020, P-3B bargaining unit employees shall receive annual increments.~~

- i. Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit.
- ii. For contract year 2022-2023, employees will continue to be eligible for annual increments in accordance with exiting practice.
- iii. For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with exiting practice.

(b) Annual Increments (Range Plans)

- i. Retroactive to the pay period that includes January 1, 2022 and upon legislative approval, bargaining unit members on range plans shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range.
- ii. Effective with the pay period that includes January 1, 2023, bargaining unit members on range plans shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range.
- iii. Effective with the pay period that includes January 1, 2024, bargaining unit members on range plans shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2023-2024, but not to exceed the maximum of the salary range.

(b) 4th Year Wage Reopener (FY25) – GWI AND AI:

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 19 (Compensation), Section 1(b), (General Wage Increase) and Section 8(a), (Annual Increment – step plans and range plans) only. All other provisions shall remain in full force and effect.

Section Nine.

(a) Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreements, except as provided otherwise in this agreement. The longevity schedule in effect on June 30, 1993 shall remain unchanged in dollar amounts for the life of this Agreement and is contained in the Appendix.

An employee's total length of state service including war service shall be utilized to determine longevity eligibility.

Employees hired on or after July 1, 2011. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

The following longevity schedule for the duration of the contract shall apply:

- (i) July 1, 2016 – June 30, 2017 longevity shall be paid on time.
- (ii) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
- (iii) July 1, 2018 – June 30, 2019, longevity shall be paid on time.
- (iv) July 1, 2019 – June 30, 2020 longevity shall be paid on time.
- (v) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

Section Ten. For purposes of equating the extended pay plans to the standard schedule in order to calculate longevity amounts or for other personnel reasons, the following shall apply:

Instructor schedule:

Steps 1 through 3, Salary Group 18

Steps 4 through 10, Salary Group 19 Steps 11 and above, Salary Group 20

Teacher Schedule:

Step 1, Salary Group 16

Steps 2 through 5, Salary Group 18

Steps 6 through 9, Salary Group 23 Steps 10 and above, Salary Group 27

Supervisor Schedule:

Steps 1 through 6, Salary Group 28 Steps 7 and above, Salary Group 33

Section Eleven. Recovery of Overpayments. When the employer determines that an employee has been overpaid, it shall notify the employee of the amount of and the reasons for the overpayment. The recovery of such overpayment shall be made over the same period of time in which the employee was overpaid unless the employer and employee agree to some other arrangement. The employer will give due consideration to claims of hardship.

In the event the employee contests whether he/she was actually overpaid, the employer shall not institute the recovery procedure until the appeal is resolved through the grievance procedure.

Section Twelve. During the term of this Agreement if the State wishes to provide additional compensation to certain classifications or for certain assignments for purposes of recruitment and/or retention, the State and the Union will meet and negotiate the proposed increase. If, after thirty (30) days of negotiations, no agreement has been reached, either party may initiate interest arbitration.

Section Thirteen. Shift and Weekend Differential.

(a) Eligibility for shift differential payments is tied to the shift, not the employees' work schedule. Eligible employees, as specified below, who work a shift where the majority of hours falls after 2:00 p.m. and before 6:00

a.m. shall be entitled to a shift differential. Payment shall be made for all hours worked during the eligible shift. Employees who are regularly assigned to shifts beginning on or after 2:00 p.m. shall be entitled to night shift differential payments. Payment shall be made whether employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment will be made for all hours worked during the

eligible shift. Shift differential shall not be paid for work which is not part of an established shift, e.g. overtime work which falls between 2:00 p.m. and 6:00 a.m. or which extends the employee's work day more than ten

(10) hours. Shift differential shall be included in pay for vacation, holiday, sick leave and personal leave, but not in pay for compensatory time taken in lieu of

overtime payment.

(b) For purposes of this agreement a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night. Weekend differential shall be paid for working a full shift with majority of shift hours falling on the weekend. Weekend differential shall be paid only for employees working at seven (7) day operations and only for hours worked and not for leave time.

(c) Developmental Services Adult Services Instructors, State School Teachers, Correctional Recreation Supervisors and Correctional Department Vocational Instructors are eligible for shift and weekend differentials.

(d) The shift differential shall be sixty-five cents (\$.65) per hour and the weekend differential shall be forty cents (\$.40) per hour.

Effective June 23, 2006, the shift differential shall be seventy-five cents (\$.75) per hour and the weekend differential shall be fifty cents (\$.50) per hour.

Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour and the weekend differential shall be sixty cents (\$.60) per hour.

Effective July 4, 2008, the weekend differential shall be seventy-five cents (\$.75) per hour.

Section Fourteen. Effective October 1, 1994, Emergency Medical Technicians who are regularly assigned E.M.T. duties shall receive a stipend of \$400 on or about October 1 of each contract year.

Effective October 1, 2008, the EMT stipend shall be four hundred seventy-five dollars (\$475).

Section Fifteen. Effective July 1, 2002, an additional step will be added to all P-3B pay plans. The additional step shall be three percent (3%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-3B pay plans. The additional step shall be three (3%) above the preceding step.

Classifications that are upgraded by a specific provision of the 2001-2005 collective bargaining agreement shall not have additional steps added to their pay plan as described above, provided however, the exclusion from the additional steps in this sections shall not apply to any upgrading of the Vocational Rehabilitation (Blind) series implemented to achieve parity with the Vocational Rehabilitation series.

Notwithstanding any other provision to the contrary, all employees who are eligible for annual increment by virtue of a satisfactory annual service rating and who are at the maximum pay for their pay plan shall be eligible for the additional step movements, e.g. Education Consultants for the Blind, Rehabilitation Teacher 1 and Rehabilitation Teacher 2, and Developmental Services Education Supervisor and State School Department Head.

Section Sixteen. Effective October 1, 2022, employees in the classification of Pupil Services Specialist who have obtained a School Psychologist (#070) certification consistent with the special services endorsements maintained by the State Department of Education shall receive a

four thousand (\$4,000) dollar stipend on or about October 1 of each contract year.

FOR THE UNION (P-3B)

Dal E. Long
Date 3.15.22

FOR THE STATE:

Phil R. 3-15-2022
Date

TENTATIVE AGREEMENT-P3B

ARTICLE 22 – TRAINING

Section One. The State recognizes its responsibility to provide relevant training for each new employee and to continue on-the-job training which will enhance employee performance by keeping them abreast of advancements in their respective fields of work.

Section Two. The State shall cooperate in disseminating information about career programs at State higher education institutions and other training programs and will encourage employees to participate.

Section Three. The State will make periodic reviews of in-service training programs in order to update and/or add courses or programs. The Union and/or employee(s) may submit written recommendations concerning such.

When the State acquires new technically advanced equipment or systems, employees who will be required to operate such shall receive training in its operation.

Section Four. Management retains the right to determine the need for training-needs, programs, procedures, drills and simulations and to select employees for such activities training. Wherever practicable and consistent with training and operational needs, management will select employees for training and/or activities in a manner intended to allow for participation by all employees.

Section Five. (a) To the extent provided by C.G.S. Sec. 10-145b(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.

(b) The Department of Correction will continue to offer CEU's to the employees in the classification of Correctional Recreation Supervisor who hold a Professional Educator Certificate in accordance with current practice.

(c) In the Department of Developmental Services, the Unified School District shall offer the opportunity, on a space-available basis, for State School Teachers in the Adult Day Services program to attend the District's CEU activities. The USD's staff shall have first priority for attendance at any such activity. Two weeks prior to the training, available spaces in the training program shall be offered to adult teachers in chronological order, based on the date on which their applications were received in the USD central office.

Those adult teachers who cannot be offered space in the training will have their names maintained in chronological order and will be offered the first opportunity, after USD staff, for the next CEU training program if they submit an application for that training program.

The USD will provide notice of its CEU activities to a designated manager or supervisor and one union-designated steward in each region and at Southbury Training School. Teachers interested in attending these CEU training programs must request release time to attend these trainings through normal procedures. Because of the importance of maintaining certification, reasonable efforts shall be made to provide alternative coverage where program or client needs arise that could otherwise preclude a Teacher from attending CEU activities.

Section Six. The State shall provide and continue to provide all current staff and new employees who have direct contact with or who may be assigned to have direct contact with clients/patients/students with assaultive and/or aggressive behaviors with approximately twenty-one (21) hours of initial training in the prevention and management of assaultive and aggressive behaviors. All training shall be conducted consistent with the principle of the least intrusive appropriate intervention and the safety of clients/patients/students and staff. Thereafter, each employee shall receive an annual five (5) hour refresher course. Attendance at such training will be considered work time.

The State and the Union may meet and agree to other training programs which serve the purposes described above.

For the State:


Date: 3.14.2022

For the Union:


Date: 2.23.22

TENTATIVE AGREEMENT – P3B

ARTICLE 23 – PROFESSIONAL LEAVE

All bargaining unit employees shall be granted two (2) professional leave days per contract year, for the purpose of attending conferences and/or workshops or other activity of an educational nature related to their area of expertise. Notwithstanding the amount specified in the prior sentence, DORS employees shall be granted three


(3) days per year for this purpose and DOC employees approved to attend the Correctional Education Association conference shall be granted three (3) days in that year for that conference.

Effective July 1, 2022, all bargaining unit employees shall be granted one additional day for a total of three (3) professional leave days per contract year.

In no event shall such time be deemed to accrue from year to year or be the basis for compensation on termination of employment. Every effort must be made to request such leave at least two (2) weeks in advance. Such leave is subject to approval of the appointing authority, but will not be unreasonably denied.

FOR THE STATE

FOR THE P3B UNION

 3.14.2022
Date


Date 3.12.22

TENTATIVE AGREEMENT-P-3B

ARTICLE 24 - TUITION REIMBURSEMENT

Section One. (a) Any employee who has completed six (6) months of service and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of nine (9) credits or the equivalent per year. Effective July 1, 2022, the maximum credit limit shall increase to eighteen (18) credits or the equivalent per year.

(b) There shall be ~~seventy five thousand (\$75,000) dollars appropriated in each year of the contract for the purpose of tuition reimbursement. Effective 7/1/19, that amount shall be ninety thousand dollars (\$90,000), effective 7/1/20, ninety-five thousand dollars (\$95,000) appropriated for tuition reimbursement in each year of the contract.~~ Funds which are unexpended in one fiscal year shall carry over into the next fiscal year and will not expire on expiration of this Agreement. The previous sentence, notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with the remaining available funds, up to three (3) months following expiration of this Agreement.

Section Two. An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the Start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

(a) For credit courses at accredited institutions of higher education, including distance learning courses offered by such institutions, one hundred (100) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum seventy-five percent (75%) of the per credit rate, including fees, for undergraduate and graduate courses at the University of Connecticut at Storrs.

(b) Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions shall be subject to prior approval by the Commissioner of Administrative Services or designee.

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

Section Three. ~~As the FY 2016-17 year has or will shortly pass, the funds shall receive any amount needed to pay off obligations for that fiscal year without reducing the funds available in the subsequent fiscal year.~~ Unexpended funds shall roll over year to year, and any unexpended funds available at the end of the collective bargaining agreement shall be available for use in the next fiscal year.

For the State:

For the Union (P3B):

Date

Date 3.9.22

TENTATIVE AGREEMENT

ARTICLE 25 - PROFESSIONAL CONFERENCE AND WORKSHOP FUND

Section One. The State shall appropriate \$40,000 in each year of the contract for a Professional Conference and Workshop Fund to be used for defraying expenses including those incurred for attendance by permanent employees at professional seminars, workshops, or conferences whether attended in person or virtually. Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the Professional Conference and Workshop Fund will expire on expiration of this Agreement. The previous sentence notwithstanding, application for funds which are submitted and approved within the final six (6) months may be paid, with the remaining available funds, up to three (3) months following expiration of this Agreement. A joint committee shall administer the fund and shall be comprised of two (2) representatives from both the State and the Union.

Section Two. Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent-setting nor are they subject to collateral attack in any forum.

Section Three. Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance. Approval by the appointing authority will not be unreasonably denied. A pattern of unreasonable denial of any employee's request may be appealable to the Undersecretary for the Office of Labor Relations. Upon approval by the Committee, the Agency Head shall forward the request to the Comptroller at least two (2) weeks in advance of the date of attendance. A request to use this fund for job related professional licensure shall be considered, however only one job related license/certification reimbursement shall be granted per year per employee.

Section Four. Each eligible employee shall be entitled to a maximum of \$1,000.750 reimbursement per contract year toward the cost of fees, travel, food and/or lodging related to attendance at such events. An employee may use the fund once in a two year period for an expenditure in excess of \$1,000.750 but not greater than \$2,000.500. Use of the fund for expenditures of less than \$1,000.750 will not entitle the employee to use the fund for an additional expenditure in excess of \$1,000.750 in any two-year period (no carry over credit). Reimbursement shall be consistent with standard state travel regulations.

Section Five. Employees who attend training herein will also continue to receive regular pay and benefits. This shall be accomplished by the use of the employee's professional leave days provided in Article 23. The agency may, however, in its discretion, grant permission for attendance at a seminar, conference or workshop which requires additional days if justified by the circumstances.

Section Six. The parties may allocate monies from this fund, by mutual agreement, for programs to address the legislatively mandated recertification requirements.

For the State:

 3.14.2022
Date:

For the Union:


Date: 2.17.2022

TENTATIVE AGREEMENT -- P3B

ARTICLE 40 - SICK LEAVE

Section One. Each full-time eligible employee shall accrue one and one-quarter (1-1/4) days sick leave per completed calendar month of continuous service in accordance with existing practice.

Section Two. Eligible employees shall have unlimited year-to-year accrual of sick leave.

Section Three. Employees may use sick leave:

- (a) When incapacitated for duty.
- (b) For medical, dental, or eye examinations, or treatments, for which arrangements cannot be made outside of working hours.
- (c) In the event of death in the immediate family, when as many as three (3) working days leave with pay may be used for those eligible for vacation, and five (5) days for those who are not. Immediate family means spouse, parent, siblings, children, and also any relative who is domiciled in the employee's household.
- (d) In the event of illness or injury of a member of the immediate family who requires the attendance of the employee, provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor.
- (e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than three (3) days of sick leave per calendar year shall be taken therefor. For employees who work a school calendar schedule and are not eligible for vacation, the maximum granting of sick leave per calendar year for this reason shall be four (4) days for ten month employees and five (5) days for twelve month employees.

Section Four. (a) It is recognized that abuse and/or excessive use of sick leave benefits places a hardship on the employer and employees alike, and that abuse of sick leave benefits is of mutual concern to both the State and the Union.

(b) In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the employer shall consider all of the following factors, but is not limited to such factors:

- (1) The number of days taken, together with the number of occurrences.
- (2) Patterns of usage.
- (3) The employee's past record.
- (4) Reasons for usage.
- (5) Extenuating circumstances.

(c) Prior to taking steps to restrict an employee's use of sick leave, the employer shall first counsel the employee and send a notice of such counseling to the official personnel file and the employee involved. Such notice shall be considered a warning.

(d) Prior to the implementation of a required medical certificate, the employer shall notify the employee in writing of the medical certificate requirement, stating the effective date of such requirement.

(e) A warning or a medical certificate requirement shall be subject to review not later than six (6) months from date of issuance, in accordance with Section Four

(b) above as the basis of such review.

(f) For the purpose of preparing service ratings, the use of the number of sick time incidents shall not be the sole determining factor, and each case shall be considered on an individual basis.

(g) Employees will be required to present acceptable medical certification for the following reasons:

- (1) Any period of absence of thirty-five or more consecutive working hours.
- (2) To support request for sick leave of any duration during vacation.
- (3) Leave of any duration if absence from duty recurs frequently or habitually as provided under Section Four (b) - (d).
- (4) Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

Section Five. Upon the death of an employee who has completed more than ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days pay. The provisions of this Section shall take effect July 1, 1980.

Section Six. Payment for unused sick leave days upon retirement shall be in accordance with existing practice. Upon retirement, all employees in the bargaining unit, covered under the Teachers' Retirement System and Alternate Retirement System, shall be paid one-fourth of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of sixty (60) days' pay as provided for under Public Act 87-467.

For purposes of calculating the employee's daily rate when determining the amount of payment upon retirement for the appropriate amount of the employee's accrued sick leave, the daily rate for a State School Teacher (Ten Month) or other classifications which work a ten month school calendar shall be calculated based upon one day being equal to one and two hundred seventeenths (1/217ths) of the employee's annual salary.

Section Seven. No sick leave shall accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five working days.

Section Eight. Sick Leave Bank. (a) There shall be an Emergency Sick Leave Bank to be used by permanent employees. The agency will send a copy of the employee application to the Union at the same time that the application is submitted to the Office of Labor Relations.

(b) To be eligible to use sick leave bank benefits the employee must:

1. have been employed by the State for two (2) or more years
2. have exhausted all sick leave and personal leave
3. have exhausted vacation leave in excess of forty-five (45) days
4. have exhausted any other compensatory time
5. have an injury or illness which is not covered by Workers' Compensation
6. have an acceptable medical certificate supporting continued absence on file and
7. have not been disciplined for sick leave abuse during the two (2) year period preceding application; provided, however, the committee may waive this requirement.

(c) The benefit amount shall be paid at a rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the sixteenth (16th) work day after exhaustion of leave and/or Workers' Compensation as referenced in item 2 above. An employee may draw from the bank only once per contract year and a maximum of 200 one-half (1/2) days or 100 three-quarters (3/4) days. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit. The employing Agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day, he/she will be entitled to an equivalent position pursuant to the provisions of CGS Sec. 5-248a provided he/she returns to work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.

(d) The fund shall be established by donations from each P-3B unit employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. Contributions will only be required from those P-3B unit employees who have two (2) or more years of service. Those employees who have less than two (2) years of State service will be required to contribute to the bank when they obtain two (2) years of service. If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.

(e) The fund shall be administered by a two person committee. The two persons shall be appointed for the term of the contract: one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee, the respective party (Union or State) shall make a replacement appointment. The committee will be authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance/arbitration process.

(f) This Section supersedes Regulations 5-247-5 and 5-247-6.

Section Nine. Bargaining unit employees may use their sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act or other state or federal family medical leave provisions. Use of sick leave to which an employee is entitled under this paragraph shall not be deemed an incident or occurrence under an absence control policy. Family and Medical Leave for such employees shall be governed by federal law and by C.G.S. §31-51kk.

For the State:


Date 3.14.2022

For the Union:


Date 2.23.22

TENTATIVE AGREEMENT – P-3B

ARTICLE 45 - GROUP HEALTH INSURANCE

The terms and conditions of the health insurance coverage for employees covered by this Agreement are the subject of a separate agreement between the State and SEBAC parties.

For the State:

Michael Perry 3.14.2022
Date:

For the Union:

Dal E. Perry
Date: 2.17.22

TENTATIVE AGREEMENT – P3B

ARTICLE 50 - TEMPORARY SERVICE IN A HIGHER CLASS

Section One. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive working day, be paid for such actual work retroactive to the first day of such work, at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or designee. Assignments requiring the refill or establishment of a position also are subject to the approval of the Secretary of the Office of Policy and Management (or designee).

Section Two. Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty (30) working days.

Section Three. An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking approval of the assignment from the Commissioner of Administrative Services or designee in writing.

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

Section Five. In the event the Commissioner of Administrative Services or designee disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for job classifications. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

Section Six. Temporary assignments to a higher class for periods of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.

For the State:


Date: 3.14.2022

For the Union:


Date: 2.23.22


Tentative Agreement – P-3B

ARTICLE 52 - METHOD OF SALARY PAYMENT

Section One. Advanced Vacation Pay. Upon written request to the Agency, no later than four (4) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advances shall be for a period of not less than one (1) pay week nor more than the total amount of requested vacation.

Section Two. ~~In all other respects, the method of salary payment on June 30, 1997 shall continue in force.~~ All employees are encouraged to participate in direct deposit of their paychecks.

For the State:


Date: 3.14.2022

For the Union:


Date: 2.17.22

TENTATIVE AGREEMENT – P3B

ARTICLE 55 – MISCELLANEOUS

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

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

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

Section Four. Blue Book. References in this Agreement to “rules and regulations” refer to the “Blue Book,” Regulations of the Personnel Policy Board effective July 1, 1975, and as amended thereafter. Such references include also all applicable General Letters and Q-Items.

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

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

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

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

Breakfast	\$ 3.00
Lunch	\$ 5.00
Dinner	\$ 5.00

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

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

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

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

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

Section Nine. Parking will be provided to employees within the limits imposed by available physical space. The responsibility for regulating parking of private vehicles on State-owned or leased property shall be the sole responsibility of the Employer. The issues involved in the Clean Air Act will be resolved as part of coalition negotiations, as required by statute.

Section Ten. DOC Employee Drug Testing/ Screening. (a) ~~Effective within six months of Legislative approval of this Agreement there shall be a drug testing/screening program for Department of Correction P-3B employees. The program to be implemented shall approximate the DOC Drug Testing Policy that was effective December 1, 1997. Discussions with the Union shall take place within the six month period to review and discuss possible modifications to said policy.~~

An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, Warden, or designee. Such drug testing shall be administered by a qualified physician of the Department's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Department.

(b) Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

(c) Termination of the employee will result if he/she refuses to participate in or to complete such program.

(d) Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to drug

screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. The employee may also be subject to up to 2 random, unannounced drug screens for a reasonable period of time not to exceed six months, to be determined in consultation with the individual(s) involved with the employee in the rehabilitation program. Any employee refusing to be administered a drug test during this two year period when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated. The employee will not be screened for marijuana use if he or she has been legally prescribed marijuana under state law and the member has presented evidence thereof in a timely fashion.

SIDE LETTER—ARTICLE 55, SECTION ONE

~~For printing of the current contract booklet, the parties agree to the following:~~

~~The Union will be responsible for printing a mutually agreed number of contract booklets and the State will reimburse the Union at the rate of forty-seven cents (\$.47) for each such booklet.~~

For the State:

 3.14.22
Date:

For the Union:


Date: 2.23.22

TENTATIVE AGREEMENT- P-3B

ARTICLE 56 - LEGISLATIVE ACTION

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

For the State:

 3.14.2022
Date:

For the Union:


Date: 2.17.22

TENTATIVE AGREEMENT – P3B

ARTICLE 59 QUALITY OF WORKLIFE

There shall be a Quality of Worklife Fund. The purpose of the fund shall be to establish arid support programs which will improve the work environment, skills and morale of employees, such as day care, safety, training, absenteeism, impact of deinstitutionalization and other mutually agreed upon projects. A statewide committee composed of a CSEA representative, a State representative and four members each of labor and management shall meet, discuss and act upon proposals. The CSEA representative and the State representative shall function as the spokesperson for their committee members and shall articulate their party's view of the proposal, whether approval, disapproval or a need for further information.

The parties may, by mutual agreement, allocate money from the fund for the services of a facilitator to assist the committee in its functions.

Proposals receiving approval by the committee shall be forwarded to the Department of Administrative Services for disbursement in accordance with its procedures.

Time off for attendance by the four P-3B members at committee meetings will be without loss of pay or benefits provided such attendance does not exceed one (1) meeting every other month. Release time will also be authorized for one P-3B employee from the agency or facility that is submitting a proposal at the committee meeting.

There shall be sixty thousand dollars (\$60,000) appropriated in each year of the contract for the Quality of Worklife fund.

Funds which are not used in one contract year shall be carried forward into the next contract year and added to that year's allocation, provided, however, that the quality of work life fund will expire on expiration of this agreement. The previous sentence notwithstanding, application for funds which are submitted and approved within the final six (6) months may be paid, with the remaining available funds, up to three (3) months following expiration of this agreement.

The Union may request of the State to transfer uncommitted money from the Quality of Worklife Fund provided under this Article to supplement Article 24 Funds (Tuition Reimbursement) or article 25 Funds (Professional Conference and Conference and Workshop) during the term of this Agreement. Such request shall be discussed, and shall not be unreasonably denied. The parties shall notify the Department of Administrative Services and the Office of the State Comptroller that they have discussed and agreed upon an amount that shall be transferred to either the Tuition Reimbursement Fund or the Professional Conference and Workshop Fund.

For the State:


Date 3.14.22

For the Union (P3B):



Date 3.14.22

TENTATIVE AGREEMENT – P3B

ARTICLE 60 - DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 20~~21~~¹⁶ and shall expire June 30, 20~~25~~¹⁴.

In accordance with Connecticut General Statutes, either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable.

For the State


Date 3.14.22

For the P3B Union


Date 3.13.22

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

REGARDING THE RESOLUTION OF GRIEVANCES

(To replace the protocol -- Appendix E)

The State and the Union agree that it is in the parties' mutual interests to address and resolve grievances as expeditiously as possible. The undersigned parties agree, therefore, as follows:

1. A committee shall be empaneled consisting of a Union Representative, a Representative from the Office of Labor Relations, and an Agency Representative whose pending cases are subject to Committee review and discussion.
2. The State and the Union shall develop a list of not less than five (5) grievances one week before the meeting that the parties intend to review and discuss.
3. Said Committee shall meet at least twice quarterly to review and make recommendations regarding the disposition of the grievances pending currently at the arbitration step of the grievance process. The parties will meet in December of each year to set expected dates for such meetings. By mutual agreement, the parties may hold additional meetings to address a grievance backlog.
4. The Union, OLR, and Agency Representative must possess the authority to act upon said pending cases during the meeting. Only those persons necessary for bringing the matter to resolution need to attend.
5. It is understood and agreed that any resolution of said grievances must be immediately reduced to writing when possible and executed by the State and the Union using an agreed upon form. Otherwise, grievances shall be scheduled for arbitration in the order in which arbitration is demanded except that cases that involve overpayments or that pose an ongoing monetary liability to the State will have scheduling priority by order of filing. Notwithstanding, either party may choose up to five (5) matters per year to be given prime or expedited priority. In addition, any grievance involving the separation of a bargaining unit member shall automatically be given prime or expedited priority.
6. No grievance shall be ripe for Committee review unless and until either (1) it has been heard and answered at Step 2 of the grievance procedure; (2) it has been filed at Step 2 and the time for response has passed without agreed upon extension; or (3) it is a grievance which may be filed directly to step (3).
7. The following shall apply for grievances involving discipline at the level of dismissal, demotion, or suspension in excess of ten (10) working days: These grievances shall be filed directly to the Office of Labor Relations (Central) consistent with the time requirements of Article 14, Section Five. Within thirty (30) days of receipt of the grievance, a representative of the Office of Labor Relations (Central) and a representative of the Union shall convene a conference with the relevant parties (Grievant, Agency Labor Relations Staff, and other Agency Representative, as appropriate) for the purpose of exchanging relevant documents, and

gathering other information, including via mutual questioning by the parties in attendance. If the grievance is not resolved as a result of discussions at the conference, the OLR Representative will issue a written response within fifteen (15) days of the conference. A grievance that adheres to the procedure outlined in this paragraph will be considered ripe for Committee review.

8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.
9. No matters that are otherwise deemed non-grievable or non-arbitrable are subject to committee review.
10. All conferences and committee meetings convened pursuant to this MOU shall be closed to the public unless the parties mutually agree otherwise.

FOR THE STATE:

 3.14.2022
Date

FOR THE UNION:


Date 3.14.22

TENTATIVE AGREEMENT P3B

NEW MOU – Re: Article 18, Section 5 **Pilot for Teacher Prep Time at Manson Youth**


Within sixty (60) days following legislative ratification, the parties agree to meet to develop parameters for a pilot program at Mason Youth Institute (MYI) within the Department of Correction for the purpose of affording teachers additional preparation time of one hundred seventy-five (175) minutes per week. The pilot will commence as soon as practicable but not later than July 1, 2022. In addition, the parties will discuss ways to afford teachers additional prep time within the existing schedule. The pilot will be reduced to writing and contain language such that either party can initiate discussions to discontinue the pilot prior to its expiration by providing sixty (60) days advance notice to the other party.

This pilot will sunset upon expiration of the collective bargaining agreement or any applicable extension agreement, whichever is later. If the current contract expires without an extension agreement, the pilot shall sunset upon the entry of a new agreement, unless continued by mutual agreement or an arbitrator's award.

Notwithstanding the foregoing, if and when underage students cease attending class at MYI this pilot will no longer be necessary and shall cease immediately with a minimum of two weeks' notice. At the time the pilot concludes, prep time will revert to the standard prescribed by the collective bargaining agreement.

For the State

For the Union

 3.14.2022

Date



Date 3.11.22

TENTATIVE AGREEMENT – P3B

MOU RE: ARTICLE 33 - SCHOOL CALENDARS

Within the Department of Children and Families, the parties shall develop a pilot program surrounding the provision of two (2) paid floater days during the school years covering the periods of 2022-2023, 2023-2024 and 2024-2025. The pilot program shall be reduced to writing and contain the parameters that there will not be more than three (3) teachers out on the same requested floater day; that teachers must submit requests to use the day(s) a minimum of five business days in advance; that such time shall not be deemed to accrue from year to year or be the basis for compensation on termination of employment; and that such leave is subject to approval of the appointing authority but will not be unreasonably denied. The parties may develop other parameters as mutually agreed and consistent with operational needs.

The pilot shall sunset automatically upon expiration of the current contract on June 30, 2025 or any applicable extension agreement, whichever is later. If the current contract expires without an extension agreement, the pilot shall sunset upon the entry of a new agreement, unless continued by mutual agreement or an arbitrator's award.

FOR THE STATE

FOR THE P3B UNION

 3.14.2022
Date


Date 3.11.22

TENTATIVE AGREEMENT- P-3B

Memorandum of Understanding Extension of Work Week for P-3B Members from 35-Hour Schedules to 37.5-Hour Schedules or 40-Hour Schedules

1. The Employer and the Union, through negotiations, may agree in writing to establish a thirty-seven and one-half (37.5) or forty (40) hour workweek. Either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to the grievance or arbitration procedure. Thirty-seven and one-half (37.5) or Forty (40) hour workweeks shall not be established unilaterally. A thirty-seven and one-half (37.5) or forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, either as outlined above, or through offering to the Union the opportunity to discuss upgrading work hours as an alternative to filling a position.
2. The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a thirty-seven and one-half (37.5) or forty (40) hour schedule, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Undersecretary for Labor Relations and the Executive Director of the Union. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined above.
3. Voluntary straight time payment up to 40 hours.
 - a. Effective 7/1/2022, employees who are currently scheduled for 35 hours may volunteer to be assigned work up to 40 hours and receive straight time overtime pay.
 - b. Agencies will permit such assignments within current budgetary appropriations, within the requirements of restricted funds, and consistent with agency operating needs.
 - c. Once an employee who would otherwise receive compensatory time rather than paid time has been offered, and has accepted, a schedule of at least 37.5-hours schedule, the standard parameters for compensatory time per the collective bargaining agreement shall apply for hours worked in excess of 37.5.
 - d. The Office of Labor Relations and the Union will schedule regular meetings with the Union to address any areas of concern, including disparate utilization of paid overtime.
4. Department of Developmental Services
 - a. The Department of Developmental Services (DDS) has identified job classes and assignments for which they are prepared to move forward with 37.5-hour schedules; this assessment on the part of DDS has resulted in a pool of at least 70 current P-3B members who will be eligible to be offered 37.5-hour schedules.
 - b. Upon ratification, DDS will begin the process of contacting staff in the pool identified above to determine who among those employees will accept 37.5-hour schedules. DDS is prepared to implement 37.5-hour schedules for any employee in that group who accepts such.
 - c. The effective date of the 37.5-hour schedules shall be the pay period including July 1, 2022, provided the timing of ratification allows for such; otherwise, the extended schedules will take effect as soon as possible following ratification.
 - d. In the event of unanticipated budgetary changes that place the movement of employees to 37.5 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

5. Department of Aging and Disability Services

- a. The parties have agreed they will meet and discuss the potential for extended scheduling. The initial meeting to commence these discussions will occur no later than May 15, 2022.
- b. The parties acknowledge that viability of implementing scheduling options in excess of thirty-five (35) hours will be contingent on several factors, including funding availability and funding restrictions. The Agency's decision will be final.
- c. The Agency has offered paid extended hours from 35 to 40 when funding is available and there is operational need; the Agency will continue to do so at its discretion.

For the State:

 3.14.2022
Date:

For the Union:


Date: 3.11.22

TENTATIVE AGREEMENT

The parties recognize that certain issues related to the accretion of employees in Behavioral Health Clinical Supervisor positions, and in the slotting of recently accreted employees in the titles of State School Principal 1 and State School Principal 2 have not been able to be resolved in the current bargaining period, but that a large number have been resolved and should be implemented pursuant to the SEBAC guidelines. The following shall be an memorandum of agreement submitted as part of the overall P-3B tentative agreement:

- (1) All matters specific to State School Principals are resolved except as set forth in paragraph 3, below.
- (2) All terms of the P-3B contract shall apply to the titles of Behavioral Health Clinical Supervisor, State School Principal 1, and State School Principal 2, except as follows:
 - a. **Vacation Accrual:** All current employees in the titles identified above are presently assigned to the managerial pay plan and receive managerial vacation accrual benefits. Those who have accumulated more than four hundred eighty (480) hours or sixty (60) days of vacation time, as of the date of legislative approval of this Agreement, such number of days shall be the maximum accumulation, and payout upon separation, for these employees. Should their vacation accrual balance ever drop to the maximum rate per Article 39 Section 4 of the P- 3B Contract, their maximum vacation accrual shall be as prescribed by the P-3B Contract. Effective upon legislative approval, the rate of vacation accrual for the above titles shall be governed by Article 39 Section Two, which shall apply in its totality.
 - b. **Overtime/Compensatory Time:** In accordance with Article 18 Section 10 of the P-3B Contract, all employees in the titles identified above shall be classified as Exempt Employees. They are, therefore, eligible to accumulate Compensatory Time, on an hour for hour basis as prescribed by the Contract.
 - c. **Bumping:** Any bumping rights shall be determined within one year and in accordance with Article 37 of the P-3B Contract.
 - d. **Range Plan:** Subject to any changes made pursuant to paragraph 3 or 4, below, all of the above classifications shall remain on their existing range plans, but they shall be retitled "SSP" in lieu of "MP"

- e. **Longevity:** Employees who were an incumbent of any of the above titles on April 1, 2013 and had their longevity payment amount rolled into their salary as a result, will not be eligible for longevity while maintaining any of the above the titles. Any employee in the titles above who did not have longevity rolled into their salary in 2013 and were employed by the State as of July 1, 2011, shall be eligible for longevity in the amount of \$500 biannually.
 - f. **Other Terms and Conditions:** All economic items shall be effective upon legislative approval of this Agreement. Except as otherwise provided herein, the terms of the current P-3B Contract shall apply to all employees in the titles identified above.
- (3) The parties shall meet no later than April 15, 2022 in an effort to resolve the following still open issues:
- a. Slotting and related issues unique to School Principals
 - b. Slotting and related issues, and "on-call" issues unique to Behavioral Health Clinical Supervisors.
- (4) If the parties are unable to resolve these issues in a manner timely enough for legislative submission in the 2022 session, they will be further negotiated, and if necessary arbitrated, pursuant to the statutory interest arbitration procedures.

FOR THE STATE:



Date: 3/11/22

FOR THE UNION:



Date: 3.11.22

MEMORANDUM OF UNDERSTANDING

CSEA P-3B and P-4 DAS Issues

During negotiations for the successor agreement to the Parties' July 1, 2016 through June 30, 2021 labor contract, the Union raised a variety of issues pertaining to job classifications, including career ladders, promotional opportunities, and experience and training requirements.

Given the broad responsibilities invested in the Department of Administrative Services for developing job classifications, experience and training criteria, and promotional policies, the Parties have agreed to convene a meeting no later than April 30, 2022, concerning DAS-related issues in the P-3B and P4 bargaining units. Attendees will include:

- Commissioner of DAS
- Commissioners (or designees, if necessary) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership
- Union Leadership
- Such others as any of those above deem helpful

The purpose of such a meeting will be to explore fully the matters set forth in Union bargaining proposals which were produced but put aside for this purpose in the most recent round of bargaining. Those proposal numbers were:

- P3-B, proposals 16, 37, & 46
- P-4, proposals 7, 45-48, & 69

At the meeting the participants will discuss the proposals, identify needs and interests of the agencies involved, assess potential courses of action and the impacts thereof, and develop a plan to address any matter where it is determined and agreed that action is warranted.

For the State:



Date

For the Union:



Date 3.11.22

TENTATIVE AGREEMENT

The parties recognize that certain issues related to the accretion of employees in Behavioral Health Clinical Supervisor positions, and in the slotting of recently accreted employees in the titles of State School Principal 1 and State School Principal 2 have not been able to be resolved in the current bargaining period, but that a large number have been resolved and should be implemented pursuant to the SEBAC guidelines. The following shall be an memorandum of agreement submitted as part of the overall P-3B tentative agreement:

- (1) All matters specific to State School Principals are resolved except as set forth in paragraph 3, below.
- (2) All terms of the P-3B contract shall apply to the titles of Behavioral Health Clinical Supervisor, State School Principal 1, and State School Principal 2, except as follows:
 - a. **Vacation Accrual:** All current employees in the titles identified above are presently assigned to the managerial pay plan and receive managerial vacation accrual benefits. Those who have accumulated more than four hundred eighty (480) hours or sixty (60) days of vacation time, as of the date of legislative approval of this Agreement, such number of days shall be the maximum accumulation, and payout upon separation, for these employees. Should their vacation accrual balance ever drop to the maximum rate per Article 39 Section 4 of the P- 3B Contract, their maximum vacation accrual shall be as prescribed by the P-3B Contract. Effective upon legislative approval, the rate of vacation accrual for the above titles shall be governed by Article 39 Section Two, which shall apply in its totality.
 - b. **Overtime/Compensatory Time:** In accordance with Article 18 Section 10 of the P-3B Contract, all employees in the titles identified above shall be classified as Exempt Employees. They are, therefore, eligible to accumulate Compensatory Time, on an hour for hour basis as prescribed by the Contract.
 - c. **Bumping:** Any bumping rights shall be determined within one year and in accordance with Article 37 of the P-3B Contract.
 - d. **Range Plan:** Subject to any changes made pursuant to paragraph 3 or 4, below, all of the above classifications shall remain on their existing range plans, but they shall be retitled "SSP" in lieu of "MP"

- e. **Longevity:** Employees who were an incumbent of any of the above titles on April 1, 2013 and had their longevity payment amount rolled into their salary as a result, will not be eligible for longevity while maintaining any of the above the titles. Any employee in the titles above who did not have longevity rolled into their salary in 2013 and were employed by the State as of July 1, 2011, shall be eligible for longevity in the amount of \$500 biannually.
 - f. **Other Terms and Conditions:** All economic items shall be effective upon legislative approval of this Agreement. Except as otherwise provided herein, the terms of the current P-3B Contract shall apply to all employees in the titles identified above.
- (3) The parties shall meet no later than April 15, 2022 in an effort to resolve the following still open issues:
- a. Slotting and related issues unique to School Principals
 - b. Slotting and related issues, and "on-call" issues unique to Behavioral Health Clinical Supervisors.
- (4) If the parties are unable to resolve these issues in a manner timely enough for legislative submission in the 2022 session, they will be further negotiated, and if necessary arbitrated, pursuant to the statutory interest arbitration procedures.

FOR THE STATE:



Date:

3/11/22

FOR THE UNION:



Date: 3.11.22

TENTATIVE AGREEMENT – P3B

APPROVAL

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278. IN WITNESS WHEREOF, the parties execute this Agreement on behalf of the Education Profession (P-3B) Bargaining Unit effective July 1, 20~~16~~²¹, expiring June 30, 202~~5~~⁴.

For the State

 3.14.2022
Date

For the P3B Union


Date 3.13.22