EDUCATION
PROFESSIONS
(P-3B) CONTRACT

Between

STATE OF CONNECTICUT

and

CONNECTICUT STATE EMPLOYEES ASSOCIATION
SEIU LOCAL 2001

Effective: July 1, 2021 **Expiring: June 30, 2025**

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DEDICATION

The Parties dedicate their 2021-2025 collective bargaining agreement to the memory of members lost during the COVID pandemic and Undersecretary S. Fae Brown-Brewton, whose spirit of wit, wisdom, passion, and collaboration guided the negotiations, and lives on in these pages.

PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations, hereinafter called "the State" or "the Employer," and CONNECTICUT STATE EMPLOYEES ASSOCIATION, hereinafter called "the Association" or "the Union,"

WITNESSETH:

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency, and productivity;

NOW, THEREFORE, the parties mutually agree as follows:

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 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 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.

ARTICLE 2 - ENTIRE AGREEMENT

This Agreement upon ratification, supersedes and cancels

all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The provisions of this Article are subject to the Miscellaneous Article, and no such provision shall be deemed to have been vitiated by reason of this Article.

ARTICLE 3 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section One. Both the Employer and the Union recognize their commitment to a policy of affirmative action guaranteeing equal employment opportunity to all persons based upon merit and qualifications. To the extent provided under employment discrimination laws, the parties agree that neither party shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, criminal record, sexual orientation, mental retardation, learning disability or any physical or mental disability including but not limited to blindness except for bona-fide occupational qualifications. The parties to this Agreement agree in all aspects to follow the provisions of Section 46a-60 of the Connecticut General Statutes regarding the prohibition of discriminatory employment practices.

Section Two. Neither party shall discriminate against an employee on the basis of membership or non-membership or legal activity in behalf of the exclusive bargaining agent.

Section Three. There shall be positive and aggressive affirmative action and upward mobility programs to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent discrimination, and to ensure equal opportunity in the application of this Agreement.

Section Four. The State will provide copies of the contract in Braille, and/or large print to visually impaired employees. The Union will share in the cost of these copies.

Section Five. Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2102, et seq. (ADA). Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA. Issues involving ADA implementation shall be the subject of ongoing discussions at the Labor-Management Committee meetings.

ARTICLE 4 - NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sick-out or any interference with the mission of any State agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work but shall be interpreted consistent with any provisions of this Agreement on distribution and assignment of overtime work.

Section Two. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

Section Three. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 5 - MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, establishing standards of productivity and performance of its employees: determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs, in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary

actions to carry out its mission in emergencies. Except as otherwise limited by an express provision of this Agreement, inherent management rights are not subject to the grievance procedure.

ARTICLE 6 - EMPLOYEE BILL OF RIGHTS

Section One. Each employee shall be protected in the full exercise of the rights of freedom of speech, assembly, due process, and equal protection under the provisions of this Agreement and the U.S. Constitution. Additionally, each employee shall be protected under the provisions of Section 4-61d of the Connecticut General Statutes. (Whistle Blowing Statute).

Section Two. Each employee shall be expected to render a full and fair day's work in an atmosphere of mutual respect and dignity, and free from significant abusive and/or arbitrary conduct by supervisors.

ARTICLE 7 - ACADEMIC FREEDOM

Subject to Departmental policies and applicable statutes and regulations, all bargaining unit members shall be entitled to full freedom of research and the publication of the results.

ARTICLE 8 - UNION RIGHTS

Section One. Employer representatives shall deal exclusively with Union-designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

Section Two. (a) The Union may designate up to a maximum of fifty four (54) stewards for this bargaining unit. On an annual basis, the Union will furnish the State employer with a current list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward, and shall keep the list current. The Union will notify the State employer regarding any changes.

(b) Union stewards will not be transferred involuntarily outside their designated jurisdiction except if necessary to meet operational needs. Such transfers shall not be made arbitrarily. Grievances under this Section shall be expedited to Step III of the grievance procedure. The Union agrees that it will not designate employees as stewards for the purpose of avoiding a contemplated involuntary transfer. The stewards shall have super seniority with respect to all other unit employees in regard to the following:

(i) Layoff – stewards shall be the last employees laid off in their agency.

(ii) Union Officers shall enjoy the benefits of super seniority as described above.

(c) Where pay telephones are reasonably available, Union stewards shall use such telephones for Union business calls. If pay telephones are not reasonably available, State telephones may be used for Union business calls, provided that calls are of short duration and that long distance calls are not charged to the State. The Union will cooperate in preventing abuse of this Section.

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 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. Stewards will notify their immediate supervisors when they desire to leave their work assignments to carry out their duties in connection with this Article. Permission to leave will be granted by the supervisor unless the work situation or an emergency dictates otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. In the event neither is available, the steward shall contact the facility personnel or business office. Requests by stewards to meet with employees and/or employees to meet with stewards must state the name of the employee involved, his/her work location, and the expected time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job, and will suffer no loss of pay or other benefits as a result of this Section. In those work sites in which the immediate supervisor is a member of the P3-B bargaining unit, the steward will notify the next level of supervisor whose job title is outside the P3-B unit.

Notwithstanding the above provision, the Union shall not waive its right of grievance when a pattern of denial of release time over a period of time can be shown.

Section Five. Bulletin Board. The State will furnish reasonable bulletin board space in each institution which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section Six. Access to Information. (a) 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.

(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. (a) Each contract year a maximum of one thousand one hundred (1100) hours paid leave shall be granted to Union officials, delegates, representatives, stewards or designees to attend Union business-related functions, meetings, conventions, meetings of national affiliated organizations, or other affiliated organizations, legislative or agency hearings and steward training sessions.

In addition to the one thousand one hundred (1100) hours paid leave provided, the State will grant up to four hundred twenty-five (425) hours paid time off for bargaining unit employees who are delegates to the CSEA convention. Up to 10% of the annual hours may be carried over into a succeeding contract year, but all leave excesses shall expire on the final date of the Agreement. Notwithstanding the previous sentence, all leave excesses from the prior agreement shall be carried forward to this Agreement, but must be used prior to legislative approval of this Agreement.

(b) Thirty (30) days notice will be required for the annual CSEA convention. In all other cases at least two (2) weeks' notice will be given, except in an emergency The Union will send a concurrent notice for union business leave to the employee's agency personnel administrator. If an emergency may prevent the release of an employee, the Office of Labor Relations will notify the Union, and representatives of the Union and the Office of Labor Relations will cooperate in resolving the problem. If, however, there is not an emergency but the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual agreement, postpone or cancel the leave usage.

(c) Not more than one (1) bargaining unit employee selected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted, subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position substantially equal to the former position at his/her former location, if possible and practicable, unless mutually agreed to the contrary. All pay and benefits will be at the rates in force at the time of return from such leave. Upon return from such leave, the employee shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credits. In the event an employee wishes to return prior to the expiration of the leave, he/she must provide at least thirty (30) days intent notice to the Department.

(d) Employees shall code their time spent conducting Union business leave as follows:

LUBEA: Union Steward Employee Agency	Paid leave for union stewards and other union officials to attend to contract administration duties at the steward's or official's own agency and work site that does not involve the participation of management representatives (e.g., meet with an employee(s) to process a grievance).
LUBEO: Union Steward Employee Outside Agency	Paid leave for union stewards and other union officials to attend to contract administration duties away from the steward's or official's own agency and/or work site that does not involve the participation of management representatives (e.g., meet with an employee(s) to process a grievance).
LUBLP: Union Business Leave Paid	Paid leave for union stewards and other union officials when they are authorized to leave their work site on Union Business Leave (UBL). This time is deducted from the contractual bank of hours provided in each contract for such things as steward training, conventions, etc. This leave must be pre-approved by OLR.
LUBMR: Union	Paid leave for union stewards and other union officials for activities that involve

Steward with Mgmt. Rep.	the participation of management representatives, such as attending grievance conferences, arbitrations or prohibited practice conferences, representing employees at investigatory interviews or pre-disciplinary meetings (Loudermills), and/or participating in labor management meetings.
LUBCN: Union Contract Negotiations	Paid leave to attend contract negotiations and/or contract interest arbitrations that involve the participation of management representatives.

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

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

ARTICLE 9 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. 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 which has been designated as the exclusive bargaining agent.

Section Two. 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. 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 ten (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. 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 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

deductions are made. The State shall continue the practice of providing biweekly bargaining unit lists, in editable 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 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 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, 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 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.

ARTICLE 10 - SENIORITY

Section One. Seniority shall be defined as length of continuous state service, including war service.

Section Two. An employee's seniority shall accrue during the following periods: (a) Military leave, (b) Paid leave, (c) Workers compensation, (d) Unpaid sick leave, maternity leave, leave for disability, family emergency due to illness, authorized leaves of absence or layoff of up to a maximum of twelve (12) months or the length of the employee's service whichever is less.

Section Three. Seniority shall be deemed broken by: (a) termination of employment caused by resignation, dismissal or retirement; (b) failure to report to work for five (5) working days without authorization.
Credit for seniority up to a break in service shall be restored to an employee who returns to service within one (1) year of a service break. Notwithstanding the above, employees who had a break in service and were rehired prior to July 1, 1979 shall have their seniority restored for all service prior to the break.
An employee who was laid off and was reappointed from the reemployment list within three years of the layoff shall have his/her length of State service and seniority as of the date of layoff restored.

Section Four. Seniority shall not be computed until after completion of the Initial Working Test Period.

Section Five. Seniority Lists. Seniority lists shall be maintained and updated no later than August 1 of each contract year, based upon employee seniority calculated as of July 1 of that year.

Section Six. When seniority is utilized in this Agreement or to implement provisions arising out of this Agreement, and if the seniority of two or more employees is exactly the same, the employee(s) with the lower employee number(s) shall be considered to have more seniority.

Section Seven. A permanent employee who has completed the working test period in a permanent position in the bargaining unit shall be entitled to seniority credit for days worked as a State School Substitute Teacher or Instructor provided that the employee averaged twenty or more hours per week while employed as a Substitute and that there was no break in employment between the periods of substitute and permanent employment.

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 by centralized Human Resources.

Section Two. An employee covered hereunder shall, within two (2) business days of 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.

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.

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) "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.

ARTICLE 13 - WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination or appointment process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam or appointment.

Section Two. Any current State employee who has achieved permanent status in State service and is appointed to a position within the bargaining unit shall serve the equivalent of six (6) months of full-time employment for the purposes of completing the Working Test Period requirement. All other appointees to a position within the

bargaining unit shall serve the equivalent of twelve (12) months of full-time employment for the purpose of completing the Working Test Period requirement. The working test period for DOC employees shall be 6 months, or 12 months, as applicable. Time in the training academy, which may occur before, during, or after such period, shall not count for purposes of completing the working test period. Notwithstanding the previous sentences, an appointee to a permanent position within the bargaining unit shall be entitled to the benefits of vacation leave and personal leave under Article 39 after the completion of the equivalent of six (6) months of full-time employment.

Such Working Test Period shall begin on the date of appointment from the employment list if the position is competitive. Otherwise, the Working Test Period shall begin on the date of original permanent appointment.

The Promotional Working Test Period for classes covered by this Agreement shall be six (6) months. However, an employee who is promoted within the bargaining unit, within his/her employing agency, shall be required to serve a promotional Working Test Period of only four (4) months.

Upon appointment from the certified list, an employee who is provisionally promoted shall have service in the position in which he/she has served provisionally credited toward meeting the Working Test Period requirements, provided that such service has been satisfactory in the judgment of the appointing authority.

No additional Working Test Period shall be required of an employee who previously served a satisfactory Working Test in the same or in a comparable class within the preceding three (3) years.

Notwithstanding the previous sentences, an appointee to a permanent position within the bargaining unit shall be entitled to the benefits of vacation leave and personal leave under Article 39 after the completion of the equivalent of six (6) months of full-time employment or not more than twelve months for part-time employment.

Section Three. Appointees who have not achieved permanent status in State service appointed to a part-time position within the bargaining unit shall serve the lesser of (a) full-time equivalent of a twelve (12) month working test period or (b) fifteen (15) month working test period (length of service) however, if an appointee is out on unpaid leave status, the length of service time may be extended in accordance with General Letter #31.

Section Four. At any time during the Working Test Period, the appointing authority may remove any employee if, in the opinion of such appointing authority, the Working Test indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuance in such position. The name of any employee so removed, but who is considered to be suitable for employment in some other department, agency, or institution, may be restored to the employment list. For the purposes of this Section, any employee who has served part of a Working Test Period and who is appointed to and serves part of a Working Test Period in a position in a higher classification in a field of work directly related to his/her prior position from which new position he/she is dismissed, shall, at his/her option, be reappointed to the position which he/she first had, and his/her service in the Working Test Period for such position shall be deemed to include the time spent in the Working Test Period for the higher position.

Section Five. The Working Test Period may with the approval of the Commissioner of Administrative Services or designee, be extended on an individual basis for a definite period of time. Such extension shall not exceed three (3) months.

Section Six. The provisions of this Article shall not preclude any provisions of Article 14 regarding non-renewal.

ARTICLE 14 - TENURE

Section One. Tenure Period. Each bargaining unit employee whose position entitles him/her to achieve tenure under the Rules and Regulations of the State Board of Education shall serve a pre-tenure period of three (3) years for the purpose of achieving tenure within a Department. Commencing with the first day of the fourth year of continuous service, he/she shall be construed to have achieved tenure within the Department. A tenured bargaining unit employee who transfers to a bargaining unit position in another Department shall serve a pretenure period of eighteen (18) months.

Section Two. (a) The contract of a non-tenured employee shall be renewed for a second, third or fourth year unless such employee has been notified in writing that such contract will not be renewed for the following year. Such notification shall be in writing at least 120 days prior to the end of the school year or for non-school year based employees, 120 days prior to the anniversary date of hire. Upon the employee's written request, such notice shall be supplemented within five (5) days after receipt of such request by a statement of the reason(s) for such failure to renew.

A non-tenured employee who has been notified that his/her contract will not be renewed may, upon written request filed with the agency head within ten (10) days after the receipt of such notice, be entitled to a hearing to be

conducted by the agency head or his/her designated representative and to be held within fifteen (15) days of the receipt of such request.

(b) A non-tenured employee who has been notified that his/her contract will not be renewed shall be considered to have left the service of the Agency in good standing.

Section Three. (a) In the event that official disciplinary actions are incorporated into the statement of the reason(s) for failure to renew, the fifteen (15) day time limit for hearings as specified under Section Two shall be extended until the completion of grievance procedures related to the official disciplinary action.

(b) Any grievance of an official disciplinary action which is incorporated into the statement of reason(s) for failure to renew will be subject to expedited arbitration.

Section Four. Notwithstanding the above provisions, disputes over renewal shall not be subject to the grievance and arbitration procedure.

Section Five. The procedures outlined in this Article shall be the exclusive procedures and shall supersede any other procedures, regulations or statutes.

ARTICLE 15 – DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. No permanent employee who has completed the working test period as defined in Article 13 shall be reprimanded, demoted for disciplinary reasons, suspended or dismissed except for sufficient and just cause

Section Two. Wherever appropriate, disciplinary action will be preceded by warning and appropriate opportunity for corrective action. However, nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires. In such cases, the failure to apply progressive discipline shall not in and of itself be cause for overturning the disciplinary action.

Section Three. A permanent employee who receives a written reprimand or written confirmation of an oral reprimand, or who is demoted for disciplinary reasons, suspended or dismissed, shall have the right to appeal such action through the grievance and arbitration process set forth in this Agreement.

Grievances concerning dismissal or suspension shall be submitted directly to Step III of the grievance procedure within fifteen (15) calendar days of the written notice. By mutual agreement, such grievances may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 16.

The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all pre-existing forums.

Section Four. Written notice of dismissal, suspension or disciplinary demotion shall be sent to the employee by certified mail or served in person. Such written notice shall state the reason(s) for the disciplinary action, the effective date(s) and notice of the right to appeal. The Employer will mail to the Union copies of any dismissal, suspension or disciplinary demotion within twenty-four (24) hours of the written notice to the employee.

Section Five. Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said discipline in a fashion calculated to apprise the employee of his/her shortcomings while avoiding embarrassment and public display.

Section Six. In cases which involve serious misconduct, a criminal investigation or the disposition of a criminal charge, and where it has been determined by the Employer that the presence of the employee at work could be harmful to the public, the welfare, health, security or safety of clients, patients, inmates or state employees or state property, the employee may be placed on a paid leave of absence to permit investigation for a period of up to sixty (60) calendar days. The paid leave under this section may be extended for the period of the pre-discipline procedure and the discipline notice period.

An employee may be placed upon a paid leave of absence during the notice period prior to the effective date of a dismissal.

Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence pursuant to the Regulation or for up to thirty (30) days. An employee who elects an unpaid leave of absence may draw upon his/her accrued vacation pay. The employee may continue group health insurance provided that the employee's share of premiums is paid. At the conclusion of the unpaid leave period, the employee shall be either:

(a) charged with the appropriate violation;

(b) reinstated and reassigned to other duties determined appropriate by the appointing authority pending completion of the investigation; or

(c) reinstated from leave.

Section Seven. Interrogation. An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of

his/her right to have a Union steward or other representative present, upon request, provided, however, this provision shall not unreasonably delay completion of the interrogation or notification of disciplinary action. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

Section Eight. Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union stewards.

Section Nine. The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve said disciplinary action directly to Step III. If, in an arbitration proceeding, the Employer establishes that the employee(s) breached the No Strike Article, the arbitrator shall not substitute his/her judgment for that of the Employer as to the appropriateness of the discipline imposed, except that in cases of dismissal, the arbitrator may modify the penalty of dismissal if the Employer's judgment can he shown to be arbitrary, capricious or discriminatory.

Section Ten. Just cause may include, but is not necessarily restricted to, incompetency, inefficiency, neglect of duty, misconduct or insubordination.

Section Eleven. Predisciplinary Conference. Prior to suspending, demoting or dismissing an employee, the agency shall provide the employee with an opportunity for a predisciplinary ("Loudermill") conference. At the conference, the agency shall
(a) apprise the employee of the charges against him/her;
(b) explain to the employee the evidence regarding the charges against him/her; and
(c) provide the employee with an opportunity to respond.

Section Twelve. If a formal investigation results in a decision that discipline is not warranted, the employee shall be notified of that result within a reasonable period of time.

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; (b) 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. Director of the Office of Labor Relations or designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Director of the Office 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 Director of the Office of Labor Relations or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said Director within seven (7) days of the date of the Step II response. Said Director 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 Director of 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 procedures for handling disputes over reclassification 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.

ARTICLE 17 - LABOR MANAGEMENT COMMITTEE

Section One. The parties recognize that labor management forums can serve to improve understanding, cooperation and harmony between the parties. Labor Management Committees may be established on a statewide, departmental, and/or facility level, by mutual agreement of the parties to discuss matters of mutual concern.

Section Two. The parties will continue the B.R.S. Labor Management Committee to discuss matters of mutual concern. Program level committees may be established to discuss issues peculiar to each. The B.R.S. labor management committee will meet every other month, so long as an agenda of proposed topics is presented at least one week prior to the scheduled date. The committee shall not be precluded from meeting more frequently if it is mutually agreed that more frequent meetings are necessary. The Committee shall discuss, among other subjects, methods for improving intake management and/or work load equalization.

Section Three. The Committees will not be used to replace the contract negotiating process or the grievance procedure. It is understood that employees will not suffer loss of pay or benefits as a result of attendance at Labor Management Committee meetings

Section Four. The Labor Management Committee shall discuss and develop policies and procedures concerning their operations.

ARTICLE 18 - HOURS OF WORK

Section One. (a) Standard Work Week. The standard work week for full-time employees shall be seven (7) hours per day, normally worked Monday through Friday in five (5) consecutive days, except where different work schedules are in existence.

(b) Unscheduled Work Week. An unscheduled work week for full-time employees shall be thirty-five (35) hours in five (5) days, with starting and ending times determined by the requirements of the position.

Section Two. The State reserves the right to establish work schedules at variance with Section One in order to meet operational needs. Prior to implementing such an alternate schedule, the State will provide the Union with two (2) weeks notice. The above is subject to grievance and arbitration not inconsistent with Article 5.

Section Three. Upon request of an employee and upon approval of an appropriate management designee, the employee's work schedule may be arranged to accommodate needs in such areas as, but not limited to, child care, transportation or participation in an educational program. Except for programmatic and agency operational needs, an employee's request will not be unreasonably denied by the management designee.

Section Four. Meal Periods. Meal Periods shall be scheduled close to the middle of a shift, consistent with the operating needs of the agency. Employees required to be on duty during their meal period shall have such time counted as work time. Employees may make a request to reschedule their meal period to any other time of the day provided that it does not conflict with facility operating needs.

Section Five. Employees within the bargaining unit who perform instructional services for clients shall be entitled to one hundred fifty (150) minutes of preparation time per week. A preparation period will be defined as a daily period of time in which employees who perform instructional services for clients prepare their individual classroom work related to the course or courses for which they hold teaching responsibility. Preparation time will not be considered the employee's free time, but shall not be used for administrative meetings. Administrative meetings shall be defined as those meetings convened by supervisors. In some emergency situations, it may not be possible to grant an employee preparation time.

Section Six. Subject to the operating needs of any agency, employees shall be scheduled to receive a fifteen (15) minute rest period in each half shift.

Section Seven. Alternate Work Schedules. (a) Alternate work plans for B.E.S.B. and flextime or four-day work weeks for B.R.S. have been established in conformance with the parties' predecessor agreement. (b) The establishment of alternate work schedules, including pilot programs, in other agencies may be a subject for discussion at the agency labor management committee. (c) Management reserves the right to discontinue or modify any alternate work schedule that adversely impacts upon the effectiveness of the agency.

Section Eight. The parties have agreed to job sharing guidelines, which are provided for in Appendix D.

Section Nine. PPT's and OPS's. Every effort will be made to schedule PPT and OPS meetings during normal work hours. An employee who is required to schedule a PPT or OPS meeting beyond the normal workday shall be granted compensatory time off. A minimum of two (2) hours compensatory time shall be granted for employees scheduled for PPT's or OPS's in the evening or on weekends.

Section Ten. (a) In the event a bargaining unit employee is required by management to work beyond the normal work day, he/she shall be compensated at the overtime rate or shall receive compensatory time. The above will be in accordance with existing practice. Employees working beyond their normal work day without a management request shall normally seek approval in advance unless the necessity could not be reasonably anticipated.

(b) When an Agency determines that certain projects or assignments because of their emergency nature or unusual importance necessitate the assignment of extensive overtime, the Agency may, subject to approval by the Office of Policy and Management or its designee, authorize the lifting of the overtime exemption and the provision of payment at straight time for the duration of the project or assignment. Neither the agency's decision to seek or not to seek the lifting of the overtime exemption nor the decision to grant or deny the Agency's request shall be subject to appeal in the grievance/arbitration procedure or in any forum.

(c) In the Department of Developmental Services, Developmental Services Adult Services Instructors assigned to community living arrangements shall receive overtime pay at the applicable rate when they are required to remain on duty after their regular hours to provide necessary direct care coverage until appropriately relieved

from duty.

(d) Compensatory time earned in one calendar year must be used by the end of the succeeding calendar year and cannot be carried forward. The employee shall request the use of the compensatory time consistent with the agency procedure for such time or for other paid leave requests. If the employee requests and is denied the compensatory time, the agency will schedule such time for the employee. If the agency is unable to schedule the time off, the agency may request authorization of the Office of Policy and Management, through the Office of Labor Relations, to provide straight time pay for some or all of the compensatory time. If the payment is denied, in whole or in part, by the Office of Policy and Management, the employee will be granted an additional three month period to use the remaining compensatory time.

Section Eleven. Employees shall continue to be paid overtime consistent with this Agreement, although the parties recognize the statutory obligation that eligible employees be paid overtime in compliance with the provisions of the Federal Fair Labor Standards Act (FLSA).

After the payment of overtime in accordance with the collective bargaining agreement, an employee's additional FLSA payment, if any, shall be computed according to the rules set forth in the FLSA (29, CFR PART 778 et seq.). In determining whether said employee is eligible for FLSA overtime payment, only "hours worked" as defined in the Act, shall be counted.

Furthermore, the FLSA liability shall be offset by the amount of overtime payments already paid to said employee in accordance with this agreement and existing practice, for that FLSA work period.

Section Twelve. Subject to the approval of the Office of Labor Relations and the Office of Policy and Management, an agency head or his/her designee may establish forty (40) hour work schedules for designated positions or assignments. Prior to establishing a forty hour work schedule, the agency will provide notice to the Union and will meet, if requested, to discuss any Union problems or concerns. Any affected employee shall be provided at least three (3) weeks' notice of the schedule change and shall be compensated and earn leave credits based on the forty hour workweek for the duration of the assignment.

ARTICLE 18B – Alternative Work Schedules, Compressed Work Schedules, and Telework

Section One. Concept. Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

Section Two. Statewide Telework Committee. There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be co-chaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of this Agreement.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issues of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on both sides) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

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

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

(2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.

(3) Current Contract language on AWS and Flex scheduling shall be agreed upon language unless a

bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

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

ARTICLE 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%).

Individuals entitled to a promotion in accordance with the rules governing these subjects as outlined in the Connecticut General Statutes or their collective bargaining agreement shall receive increase in wages due to such promotion in accordance with past practice.

Section Two. 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.

(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 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.

(1) Effective the pay period that includes July 1, 2023, classifications that fall within the EC25 pay plan shall be moved to salary group 25 in the EB plan. Employees in the EC25 pay plan will move to EB25 at the same step as they were in EC25. Employees entitled to a compensation adjustment as a result of migration from EC25 to EB25 will receive it in the pay period that includes July 1, 2023.

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 he 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)
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, the employees will continue to be eligible for annual increments in accordance with existing practice.
iii. For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with existing 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.

(c) 4th Year Wage Reopener (FY25) – GWI and AI:
Either party, by 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, 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 contract shall apply:
(i) July 1, 2016 – July 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 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.

ARTICLE 20 - SCHOOL YEAR

Section One. The work year for ten (10) month employees shall be one hundred eighty-eight (188) days, between the

date of September 1 and June 30.

For positions with community-based or non-classroom assignments, or for school calendars with start dates prior to September 1, the starting date of the school year may be established up to one week earlier than September 1 prior to the official commencement of the teaching year to meet program needs.

Section Two. In accordance with agency operational needs, bargaining unit teaching or Department of Correction instructional positions shall be divided into both twelve (12) month and ten (10) month classes. Employees who are employed in the ten (10) month bargaining unit teaching or Department of Correction instructional positions shall work the work year described in Section One above. Employees employed in twelve (12) month bargaining unit teaching or Department of Correction instructional positions shall work that work year described in Section One above plus an additional thirty five (35) days scheduled during the two (2) month period.

Staff appointed to twelve (12) month teaching or instructional positions shall have their base rate of pay computed at a rate of 1/188 (per diem) of their current base rate of pay for each additional day worked under the twelve (12) month teaching schedule.

Section Three. A Department may convert any ten (10) month teaching or instructional position to twelve (12) months contingent upon funding and agency operating needs. If the conversion will involve a filled position, the department will first seek volunteers among qualified ten month employees in the facility or region.

In the event that two (2) or more employees are equally qualified for conversion to a twelve (12) month position, selection shall be based on seniority as defined in Article 12. Placement on the salary schedule shall not be a factor in the selection process.

If there is no such qualified volunteer, the department will review the qualifications of the ten month employees in the facility or region and will select the least senior employee among those employees qualified to perform the twelve month assignment for the conversion to twelve months.

The State reserves its right to convert vacant ten month positions to twelve month and to fill vacant twelve month positions by qualified ten month employees who have applied for a twelve month position. If there are two (2) or more ten month employees who are equally qualified for a twelve month position, selection shall be based on seniority as defined in Article 12. Any vacant twelve month position for which there is no qualified volunteer may be filled by a new hire.

It is understood that both ten (10) month and twelve (12) month employees will be treated in accordance with Article 6 (Bill of Rights).

Section Four. Employees appointed to twelve (12) month teaching positions shall earn one and one-quarter (1-1/4) sick leave days for each month they are on the payroll for the assigned number of work days for that month. Said employees shall be entitled to all other rights and privileges provided by this Agreement.

Section Five. Employees who elect to transfer from ten (10) month to twelve (12) month teaching positions may apply for reassignment back to ten (10) month classes. Such requests will be granted depending upon funding and other agency operating needs.

Section Six. It is understood that should circumstances such as lack of physical plant, fuel shortages or Acts of God prevent accomplishment of the school year within the dates prescribed under Section One of this Article, Management and Union will meet discuss methods by which statutory requirements will be met.

ARTICLE 21- SUMMER WORK

Section One. When a summer education instruction position is established that entails clearly demonstrable bargaining unit work, employees in the institution involved would first be considered prior to hiring qualified applicants from outside the bargaining unit. In the event that more than one (1) employee volunteers for an available summer position, and is qualified by way of having performed the duties of the summer position during the course of their regular school year, the person with greatest seniority shall be selected.

Section Two. The institution administration shall notify the staff of the intent to establish summer positions no later than April 1. Employees who are interested in such positions must notify the administration of their availability for such positions by April 15.

Section Three. Teachers and/or instructors who volunteer as herein provided may request part-time or alternate work schedules. Such requests shall be submitted in writing to management for consideration, when giving notice of availability for summer employment.

Employees who make a commitment to work and who fail to fulfill the commitment without providing a reason acceptable to management, may not be considered for future summer assignments.

Section Four. The daily rate of pay for summer work shall

be defined as 1/217th of the annual salary of the ten-month classification and shall be increased in accordance with any salary increase for the classification.

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, programs, procedures, drills and simulations and to select employees for such activities. 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. l0-145b(l)(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 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.

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

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

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

ARTICLE 24 - TUITION REIMBURSEMENT

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 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 provided however that the tuition reimbursement fund will 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. Unexpected funds shall roll over year to year, and any unexpended funds available at the end of the collective bargaining agreement shall be available for use in the next fiscal year.

ARTICLE 25 - PROFESSIONAL CONFERENCE AND WORKSHOP FUND

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 he appealable to the Undersecretary 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 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 but not greater than $2,000. Use of the fund for expenditures of less than $1,000 will not entitle the employee to use the fund for an additional expenditure in excess of $1,000 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.

ARTICLE 26 - BOARD OF EDUCATION AND SERVICES FOR THE BLIND - CONFERENCE

Conferences and Conventions. The State agrees to send two (2) delegates, one from mobility and one from rehabilitation teaching, to the national and/or regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired. The State shall pay or reimburse the employee for all reasonable expenses incurred in compliance with State travel regulations.

ARTICLE 27 - SABBATICAL LE AVE

Section One. Subject to the approval of the appointing authority, the State will budget two (2) full-time equivalent teaching positions for sabbatical leave in each year of the contract, not to exceed twenty (20) months in any contract year. The Labor Management Committee shall review applications for recommendation to the appointing authority. There shall be an equal number of representatives from the State and the Union on the committee. In the event that the positions are not utilized in a contract year, they will be carried over to the next year, but not beyond the expiration of this Agreement.

Sabbatical leaves may be requested and granted for periods of up to ten months for the two college semesters of the regular school year, or up to five months for the spring or fall college semester or up to two months for the college summer session or other interim session.

Periods of leave shall be deducted from the twenty month yearly maximum based on the number of months, either full or partial, granted to each employee.

Section Two. Sabbatical leaves for eligible employees shall be granted for professional improvement designed to benefit the State of Connecticut.

Section Three. Employees shall become eligible to be granted a sabbatical leave after seven (7) years of continuous State service but may submit an application prior to the completion of the seven years.

Application must be made in writing to the appointing authority no later than January 10 of the school year immediately preceding the proposed leave. Sabbaticals will be granted prior to April 1 of the same year. The dates for the application submission or the sabbatical decisions may be changed by mutual agreement.

Section Four. Each applicant is required to present a written plan of study or a project, the successful completion of which will provide benefit both to the candidate and to the Employer. The recipient must take at least twelve (12) credits per semester or its equivalent.

Leave will not be granted for a program of study that will result only in the completion of statutory requirements for teacher certification as stipulated by the Connecticut State Board of Education.

Section Five. A staff member granted sabbatical leave is obligated to return to the Employer for two (2) years of service. This requirement will not apply should the staff member become incapacitated or should the State of Connecticut waive the requirement.

Section Six. The basic leave compensation will not exceed seventy-five percent (75%) of the regular salary schedule normally covering the candidate during the period of any leave for the two college semesters of the regular school year. The basic leave compensation will not exceed one hundred percent (100%) of the regular salary schedule normally covering the candidate during the period of any leave for a college semester or summer session or other interim session.

Employees who are granted sabbatical leave must agree not to accept gainful employment while on leave. Management may grant exceptions if the teacher on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, management will implement an appropriate financial adjustment, so that the employee's total compensation does not exceed one hundred percent (100%) of regular salary.

Section Seven. The following conditions shall apply to any staff member whose application for a sabbatical leave is approved:

(1) Compulsory payments to the Retirement System will continue to be made for the period of leave.

(2) Coverage by any group health or medical program or similar benefit approved by the State of Connecticut will be continued in accordance with Article 45 of this Agreement.

(3) Sick leave and vacation leave will not accumulate during the period of the leave.

(4) Upon return from a sabbatical leave, a staff member will be granted credit for one (1) year of professional experience.

Section Eight. Upon completion of a sabbatical leave, the candidate shall be required to submit to the appointing authority a written report on the work completed while on leave.

ARTICLE 28 - TRAVEL REIMBURSEMENT

During the life of the Agreement, any employee who is required to travel on Employer business shall be reimbursed in accordance with the terms, conditions, and rates outlined in the Standard State Travel Regulations in existence on June 30, 2005, subject to such modifications and exceptions as provided herein:

(a) When authorized in accordance with the Standard State Travel Regulations, any employee who is required to travel on Employer business shall be reimbursed at the following rates:

Effective July 1, 2002, the maximum rates shall be:

Breakfast	$ 8.00
* Lunch	$ 10.00
Dinner	$ 20.00

Notwithstanding the rates above, an employee traveling due to a project or matter which is funded by, and reimbursable in whole or substantial part, by the federal government shall be reimbursed at meal reimbursement rates set by federal law.

* Applicable to out-of-state travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

(1) Taxes on meals shall be fully reimbursed.

(2) Gratuities shall be reimbursed to a maximum of fifteen percent (15%) of the allowable maximum.

(b) An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. Advance approval must be obtained, except in emergencies.

(c) Mileage reimbursement shall be paid at the current GSA rate. Said figure shall be readjusted within thirty (30) days of the readjustment by the U.S. General Services Administration.

Employees required to utilize a personal vehicle for State business for fifty percent (50%) of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily vehicle use fee of $4.25 for day of required usage which shall be in addition to the mileage reimbursement described above. Effective July 1, 2006, the daily vehicle use fee shall be increased to $4.50.

ARTICLE 29 - SAFETY AND HEALTH

Section One. The employer shall provide a work place free from unsafe or unhealthy conditions subject to recognized occupational hazards and job requirements. The employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

Section Two. Employees shall perform their duties in a safe manner and shall comply with the employer's safety rules and accident prevention measures. Unsafe conditions or actions shall be reported to the employer promptly.

Section Three. No employee shall be required to perform work under unsafe conditions, provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger the employee's or clients' physical well-being.

Section Four. Any and all immunization shots made available to the students shall also be made available to all school personnel, subject to the availability of serums and funds. When the availability of immunization shots is limited, the agency shall offer such immunizations based upon its assessment of the degree of risk and/or exposure to the employee. Employee participation is voluntary.

Section Five. Temperature Variations. (a) The employer will make every reasonable attempt to maintain facility temperatures at healthy and comfortable levels.

(b) When in the judgment of the employer or when the temperature conditions cannot be maintained at level proscribed for in statute or when the heat stress level or temperature become severe enough to seriously impair employee health and/or productivity, the employer shall temporarily relieve employees of duty or where

practicable, reassign affected employees to a nearby work location. The labor management committee shall meet and establish standards for evaluating temperature and heat stress on employee health and productivity. In situations of the above nature, employees will be released from duty without charge to vacation, personal leave or other earned time.

Employees with physical limitations requiring special consideration under extreme temperature conditions must notify appropriate supervisory personnel so that information will be available in deciding work assignments.

Section Six. The employer shall comply with O.S.H.A. disease exposure control standards.

Section Seven. (a) The Department of Developmental Services shall continue to provide Hepatitis B immunization shots in accordance with the department's policy and practice.
(b) The Board of Education and Services for the Blind shall continue to provide training on blood-borne disease exposure control to interested employees. It is recognized that such training will depend upon the cooperation and scheduling availability of other agencies. The Board, however, will make reasonable efforts to arrange for such training during an employee's first year of employment with the Board.

ARTICLE 30 - INCLEMENT WEATHER

When an employee is late for work due to severe traveling conditions caused by inclement weather, the employee shall not be charged for such lateness provided that:

(1) He/she reports such conditions to the Employer prior to the normal starting time, or as soon as practicable thereafter.

(2) The employee arrives at work within a reasonable time when compared to other employees traveling to work under similar conditions.

This Article shall not apply if the employee fails to report to work and does not preclude the Employer from applying progressive discipline for abuse of this policy.

Each teacher in the Department of Mental Unified School District #3 is assigned a regular work station and shall report to that location when client appointments are canceled during inclement weather days.

Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding inclement weather, which can be found in Appendix F.

ARTICLE 31 - EARLY CLOSING

Whenever an early closing is declared, such notice shall immediately be given to bargaining unit personnel so that necessary arrangements can be made for client care. As soon as a bargaining unit member is relieved of his/her client responsibility, he/she shall be released from duty for the duration of the closing without loss of pay or benefits. Employees who cannot be released because of client care responsibilities under such conditions shall be granted equivalent time off.

For the purpose of this Article, members of this bargaining unit shall generally be considered non-essential personnel, except in those situations where an emergency exists.

ARTICLE 32 - FACILITIES

Section One. Subject to the availability of space and funding and where practicable, the State shall provide in each facility the following:

(a) Space in each classroom in which teachers/instructors may store instructional materials and supplies;

(b) A workroom containing adequate equipment and supplies to aid in the preparation of instructional or other work-related materials;

(c) An appropriately furnished room to be used as a staff (faculty) lounge (said room to be in addition to the aforementioned workroom);

(d) A system whereby employees can effectively and expeditiously communicate with the building office in the event of an emergency;

(e) Well lighted and clean employee-only restrooms;

(f) Adequate parking facilities.

Section Two. Notwithstanding the above, the parties agree that the primary concern should continue to be a safe and secure environment for the clientele served.

ARTICLE 33 - SCHOOL CALENDARS

The matter of the school calendar for each contract year shall be a matter of discussion between bargaining unit members and appropriate school administrators. The school administrators will meet with CSEA-designated bargaining unit members of the faculty prior to the conclusion of the school year and prior to the preparation of the school calendar. The administrators will give consideration to the recommendations made by unit

members, and will work with a designated union committee to develop a summer flex-time program to provide five flex-recess days to be utilized in either June, July, or August. The State reserves the right to make such decisions as deemed necessary regarding such matters but will not unreasonably deny recommendations made by the Union. The school calendars for positions with community-based or non-classroom assignments may he at variance with the facility school calendar in order to meet program needs.

ARTICLE 34 - INTRA-SCHOOL SCHEDULES

Management recognizes the need for teachers and instructors to express preferences regarding intra-school schedules and assignments prior to the closing of the program year.

An appropriate supervisor shall consider such preferences in the final determination of assignments.

It is recognized that management reserves the right to change assignments in response to the program needs of the facility.

The State shall not dismiss, terminate or demote employees who fail to meet the certification requirements under 10-145(h) of the Connecticut General Statutes, if the failure to meet said requirements is a direct result of management exercising their rights to make assignments under this Article.

ARTICLE 35 - NOTICE OF OPENINGS

Section One. Each Agency/Facility shall post on appropriate bulletin boards a listing of those bargaining unit positions or other such positions which reasonably might be expected to provide promotional and lateral transfer opportunities for the bargaining unit members that the Agency or Facility intends to fill at that time.

The Agency/Facility will make every possible attempt to provide such notice as accurately and completely as possible. Notwithstanding the above, such accuracy and completeness shall not be subject to the grievance procedure.

Section Two. Insofar as practicable, appointments to permanent positions within the bargaining unit shall be made in the following order of preference:

(1) by promotion of a qualified employee of the agency involved;

(2) by promotion of a qualified employee of another State agency;

(3) by original appointment.

No appointment is to be made hereunder until laid off employees eligible for reappointment and qualified for the position involved are offered reemployment. The filling of any such permanent position shall be subject to affirmative action requirements and the Employer's ability to meet the specific requirements of the position in question.

Section Three. In the event that two or more employees are equally qualified to fill a permanent position, seniority shall be utilized to break the tie.

Section Four. Disputes over Sections Two and Three of this Article may be grieved through Step 3 of the grievance procedure, but are not arbitrable. Unless the Employer can be shown to have acted arbitrarily or capriciously, the hearing officer shall give substantial weight to the judgment of the Employer in applying the relevant evaluation standards. Junior employees cannot grieve the selection of a more senior employee.

Section Five. Sections Two, Three and Four of this Article shall not apply to positions in the classified service or to the BESB titles that were in the classified service prior to July 1, 1996.

ARTICLE 36 -TRANSFERS

Section One. A transfer is defined as the physical relocation of an employee either on a voluntary or involuntary basis from one facility to another within an agency/department or from one agency/department to another.

In the Department of Developmental Services, a transfer is defined as the physical relocation from one region to another or from one location to another location in the region where the employee's commuting distance would exceed forty (40) miles beyond his/her current round-trip commuting distance. A DDS employee who has been involuntarily relocated to another worksite within the same region within the 40 mile additional commute limit shall, during the term of the contract, be excluded from a second involuntary relocation within the region where the commuting distance to the second location would exceed 40 miles beyond the employee's round-trip commuting distance prior to the first relocation. If all of the affected employees would be excluded by this provision, however, then inverse seniority shall govern.

Section Two. An employee may request a transfer within an agency to a position in any classification in which he/she has attained permanent status. The employee's request shall be in writing to the designated agency authority.

Transfer requests shall remain on file for one (1) year or until the end of the contract year, except in agencies where longer periods have been established or agreed upon.

Section Three. Transfers Within an Agency. Transfers within an agency may be made as follows:

(a) Permanent and temporary transfers within an agency may be made either by the appointing authority for the good of the service or by request of the employee with the approval of the appointing authority, subject to the provisions of this Article.

(b) Permanent transfer of any employee from one facility to another in the same agency may be made if the position to which transfer is made shall be in the same or lower salary range and shall have requirements as to knowledge, skill, ability, experience and training substantially the same as the occupied position.

(c) Temporary transfer of an employee to a position in the same or in a comparable class within an agency for a period not to exceed six (6) months at any one time may be made in order to effect economy or utilize service to meet emergency conditions not warranting the hiring of new employees.

Nothing contained in this Article shall prevent the Employer from reassigning an employee from one work location within a facility to another, on either a temporary or a permanent basis, provided that the Employer shall provide the employee with as much notice as possible of the reassignment and, upon the employee's request, meet to discuss the reassignment.

Section Four. An employee who wishes to transfer to another agency shall make application directly to that agency. The agency shall maintain an application for one (1) year and when a vacancy occurs, shall consider applicants in appropriate classifications. Upon transfer, an employee shall be required to serve a probationary period of thirty (30) working days. A permanent employee who transfers to another agency and whose performance during the thirty (30) working day probationary period is not satisfactory to the new agency shall be returned to his/her former position, or if his/her position is filled, to a comparable position in the same facility from which transferred, with the same pay and without loss of benefits or seniority rights; but failure of this probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

An employee who has only partially completed a working test period in his/her former position and transfers to another agency shall serve the balance or at least thirty (30) working days in the agency to which transferred.

Employees in the Department of Corrections shall begin their probationary period after completion of initial training at the Center for Training and Staff Development.

Section Five. Leave Accruals and Salary upon Transfer. (a) Any employee transferred shall carry over all unused sick leave, personal leave, earned lieu time and vacation accruals to his/her credit, and the time spent in his/her former position shall be counted towards the completion of his/her time requirements for the purpose of salary increases.

(b) Rate of Pay. An employee transferred to a position in the same salary group shall continue to receive when transferred his/her existing rate of pay.

When an employee, at his/her own request, accepts a transfer to a position in a lower salary range, he/she shall be paid at that lower rate of pay which he/she would have arrived at had he/she been serving in the lower instead of the higher position.

Section Six. The Employer may transfer an employee to another facility whenever such transfer is necessary for the provision of proper client care or for the carrying out of agency programs and responsibilities.

Involuntary transfers shall be governed by the following:

(a) Volunteers will be solicited at the facility from which employees will be transferred before involuntary transfers are made.

(b) When two (2) or more employees meet the specific requirements of the job, the selection for transfer shall be governed by the following:

(1) Commuting distance: should the commuting distance to and from the new duty station exceed forty (40) miles (round trip) beyond the employee's current mileage to and from work, then the employee shall be bypassed for purposes of involuntary transfers. If all the qualified employees would be excluded by commuting distance, however, then inverse seniority shall govern.

(2) Following consideration of one (1) above, then by order of inverse seniority.

Any employee who is involuntarily transferred and whose commuting distance increases as described above shall be given right of first refusal for the next available opening he/she is qualified to fill and in which he/she holds permanent status at the facility from which he/she was originally transferred.

An employee who has been involuntarily transferred shall have the right to return to the work location from which he/she was transferred if the Employer is seeking to permanently fill a vacancy at that location in the same classification the employee occupied within one (1) year of the involuntary transfer. When such a vacancy occurs, the Employer shall give notice to the individual who must respond within two (2) working days of notice as to whether he/she wishes to return to the former location.

(c) An employee may appeal the involuntary transfer through the grievance and arbitration procedure if such transfer creates an unreasonable hardship to the employee with the understanding that the rule of "work now, grieve later" shall prevail.

(d) The Employer shall not transfer an employee for disciplinary purposes. This Section shall not preclude a transfer designed to fulfill the service needs of clients or the Agency mission.

(e) A minimum of two (2) weeks' notice shall be given to the employee selected for transfer.

This Section shall not apply if a work unit is moved from one location to another or in emergency situations, provided that the Employer, as soon as possible but not later than two (2) weeks prior to the move, shall notify the Union of the anticipated move and provide the Union with the opportunity to discuss the move during the two (2) week period noted above.

Section Seven. Dual Assignments. (a) Dual Assignments. The selection of an employee to be assigned to work at two facilities of an agency shall be in accordance with the provisions of Section Six. For employees who are assigned to multiple facilities, the employee's official work site shall be the facility at which the employee is assigned to work the majority of the work week.

Employees shall be eligible for mileage reimbursement for traveling between the two sites during the work day and for the additional mileage for reporting to the secondary site (i.e. mileage in excess of that necessary for reporting to the official work site).

(b) An agency may decide to assign an employee to work at three facilities of the agency for operating reasons but such decision shall not be made unreasonably. Before such a decision is made, the agency shall consider all reasonable efforts to avoid such assignment. If an employee is assigned to three facilities, the above provisions about selection, official work station and mileage shall apply.

Section Eight. The parties recognize that in the Department of Developmental Services, State School Teachers and Developmental Services Education Program Supervisors work in one of two programmatic areas, namely Early Intervention or Adult Day Services. The parties are committed to working together to effect an orderly transition and continuity of programs to the populations served. It is understood that for the purpose of implementing Article 36, the State School Teachers and Developmental Services Education Program Supervisors in the two program areas shall be treated separately by their current assignment.

In the event that an individual may be adversely affected, the Union shall contact DDS to discuss possible alternatives. In the event that a program may be adversely affected, DDS shall contact the Union to discuss possible alternatives. However, the Employer shall make transfer decisions in accordance with the provisions of Article 36 as amended by this language.

ARTICLE 37 - ORDER OF LAYOFF

Section One. A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic or statutory necessity.

Section Two. No employee shall be laid off except in compliance with this Article. Employees who have not attained permanent status in the classification in which the layoff is to occur shall be removed before any permanent employee in the classification. Employees so removed may, if applicable, exercise their bumping rights under Section Five.

Section Three. (a) For the purposes of layoff, seniority as defined in Article 10 shall prevail.

(b) An employee whose last service rating was unsatisfactory shall be treated for layoff purposes as having lost up to one (1) year of seniority.

Section Four. Layoff Procedure. (a) When layoff become necessary, the agency will select within a facility or D.M.R. region the least senior employee within the classification series and certification to be eliminated. The incumbent will be provided with as much notice as possible but not less than six (6) weeks' notice.

(b) The agency shall arrange to have the employee transferred to any funded approved vacancy in the same classification or other bargaining unit position in a lower class for which the employee qualifies within the agency in which the employee works.

(c) Should the commuting distance to and from the new duty station where a vacancy in the same classification is

located be within forty (40) miles (round trip) beyond the employee's current mileage to and from work, and the employee refuses such offer in lieu of layoff, the employee shall be placed on the appropriate reemployment list in accordance with Section Seven. If no such vacancy in the same classification exists, the employee shall have bumping rights as specified in Section Five.

Section Five. Bumping. Within two (2) weeks of notice specified in Section Four, the employee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

The original displaced employee may bump into the position occupied by the least senior employee in the agency in the same classification series and in the same certification area in which the original displaced employee and the bumpee are working.

The bumpee shall have the same rights of the employee who was originally designated for layoff with respect to (b) and (c) in Section Four, but shall have no bumping rights. The bumpee will receive as much written notice as possible, but not less than ten (10) calendar days.

In accordance with the provisions of this Section, within the State School Teacher series, the original displaced employee shall have the option of selecting a position for which he/she qualifies by displacing the least senior employee in either a ten (10) or a twelve (12) month teaching position.

An original displaced and tenured employee who has multiple certifications, and who has no least senior employee in the Department to bump in the classification and certification in which he/she is currently working, may utilize his/her multiple certification to bump the least senior employee in the area of certification under which the prospective bumpee is working.

If the seniority of two or more employees is exactly the same, the employee(s) with the lower employee number(s) shall be considered to have more seniority for purposes of the selection for layoff. If the seniority of two or more employees is exactly the same for purposes of bumping, the original displaced employee shall have the right to select the facility into which he/she wishes to bump. If the prospective bumpees are in the same facility, however, the selection shall be determined by considering the bumpee with the lower employee number as having more seniority for the purpose of breaking the tie.

An employee may bump into a lower classification and certification in which the employee had permanent status and for which the employee is still qualified. An employee bumping into a lower classification shall bump the least senior person in the agency in the lower classification and certification, provided that the bumper has more seniority than the bumpee. The bumper shall be paid for service in such lower class as provided for in Regulation 5-239-2(f).

Notwithstanding the provisions of this Section, employees, who have been administratively relocated from one State agency to another State agency, may bump into a position occupied by the least senior person in their former Agency in the same classification and in the same certification area in which the original relocated employee and the bumpee are working.

Section Six. For those employees whose positions require certification, the qualifications shall be determined by their classification and the area in which certification is held. For all other employees, qualifications shall be determined by the requirements of the class specifications.

Section Seven. Laid off employees shall be placed on the reemployment list for a period of up to three (3) years for the classification and certification from which the employee was displaced and any other classification which, in the judgment of the Commissioner of Administrative Services or designee, the employee is qualified to fill.

For the purpose of re-call to a classification within the bargaining unit, length of time in bargaining unit classifications shall be utilized before consideration of State seniority.

When a Substitute Instructor vacancy occurs, it shall be offered to laid off Developmental Services Adult Services Instructors on the reemployment list who have indicated a willingness to accept such vacancies. If placed in the Substitute Instructor title, the employee shall be treated and compensated as a Substitute Instructor but shall remain on the reemployment list for Developmental Services Adult Services Instructor positions. Three waivers of Substitute Instructor vacancies shall result in removal from further consideration for such vacancies.

Section Eight. (a) No full-time permanent employee will be laid off as a direct consequence of the exercise by the State Employer of its right to contract out.

(b) The State Employer will be deemed in compliance with this Section if:

(1) the employee is offered a transfer to the same or similar position in which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

Section Nine. An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as he/she held when he/she last worked in State service. An employee appointed to a position in a lower salary group will be appointed at the same step in the salary group as he/she held when he/she last worked in State service.

Section Ten. Excluding employees whose work performance has been evaluated as unsatisfactory by the most recent State Rating Report, there shall be no appointment from outside State service until laid off employees eligible for rehire and qualified for the position involved are offered reemployment. This Section shall not be construed to restrict laid off employees with recorded unsatisfactory work performance from consideration for rehire from the reemployment list.

Section Eleven. In the event that a layoff or bumping by seniority may have a negative impact on the affected agency's affirmative action or upward mobility program, the Employer shall notify the Union as soon as possible, but no later than thirty (30) days prior to layoff, and the Union and the Employer shall discuss alternatives to the above layoff selection and bumping procedure.

Employer decisions shall be subject to expedited arbitration, provided however, that no back pay remedy shall accrue to any individual employee.

Section Twelve. When addressing questions of positions to be considered as comparable the comparability listings promulgated by the Department of Administrative Services (DAS) dated October 1995 shall be utilized. As new classifications are established or existing classifications are restructured DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the October 1995 comparability tables.

ARTICLE 38 - HOLIDAYS

Section One. For purposes of this Article, holidays for each twelve (12) month employee (except those twelve (12) month State School Teachers established pursuant to Article 20) are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section Two. Each twelve (12) month employee (except those twelve (12) month State School Teachers established pursuant to Article 20) whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular weeks pay for the week in which the holiday falls. When such employee is called in to work on a holiday, he/she shall receive compensatory time or compensation, subject to the existing practice of the agency.

Section Three. Employees in the Department of Developmental Services who are required to work on premium holidays as part of the chicken farm or greenhouse assignments shall be compensated for such holiday work as follows:

(a) Each such full-time employee required to work on a premium holiday shall receive time and one-half pay for hours worked on the holiday and shall receive a compensatory day or a regular day's pay in lieu of the holiday in accordance with existing practice.

(b) Premium holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

ARTICLE 39 - VACATIONS AND PERSONAL LEAVE

Section One. Length of continuous State service, including war service but not including unpaid leave periods described in Article 10, Section Two, shall be used to determine years of service for vacation accrual eligibility.

Section Two. Eligible employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days for each completed calendar month of service.

Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Section Three. Effective July 1, 1980, for eligible employees hired on or after July 1, 1977, the following vacation leave shall apply:

0 to 5 years, 1 day per month; over 5 and under 20 years, 1-1/4 days per month; over 20 years, 1-2/3 day per month.

Section Four. No employee will carry over more than ten (10) days of vacation leave to the next year without agency

permission. Such permission shall not be unreasonably denied.

For eligible employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be sixty (60) days.

Section Five. In the event that more employees request the same vacation time off than can reasonably be spared for operating reasons, vacation time off will be granted based upon seniority as defined in Article 10.

Once vacation schedules are posted or a vacation is approved, there will be no bumping on the basis of seniority. The employer will not change scheduled vacations except in the case of emergency.

Section Six. In addition to annual vacation, each full-time permanent employee who has completed six (6) months of continuous service shall be granted personal leave with pay in each calendar year. Employees who work a year round or twelve-month schedule shall be granted three (3) days of personal leave in each calendar year and employees who work a ten-month schedule shall be granted two and one-half (2.5) days of personnel leave in each calendar year.

Personal leave days not taken in a calendar year shall not be accumulated. Such personal leave shall be granted as requested by the employee, subject to the approval of the appointing authority.

Section Seven. Normally vacation and personal leave will be requested ten (10) days in advance, except in emergency situations.

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 1/217 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 (5) working days.

Section Eight. Sick Leave Bank. (a) There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees and by part-time employees who are scheduled for thirty-four (34) hours per week. 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 sixth (6th) 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-quarter (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. 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 hank 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.

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

Section Nine. Bargaining unit employees may use their sick leave to care for 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.

ARTICLE 41 - LEAVE TIME ACCRUAL

All leave accrual will continue at the same rate, in days per month, as provided elsewhere in this Agreement.

All leave time shall be recorded in terms of hours or days earned and used per month.

In those agencies which keep leave records on the basis of hours, the contractual leave accrual rates and holiday benefits shall be calculated based on one (1) day equaling seven (7) hours and the leave usage amounts shall be charged based on the scheduled length of the workday(s).

In the event that the State should change the unit of leave posting, the true value of accrued leave shall not be diminished nor enhanced.

ARTICLE 42 - CIVIL LEAVE AND JURY DUTY

Section One. Civil Leave. (a) If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

(b) If a Court appearance (not jury duty) is required as part of the employee's assignment, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be compensated for in accordance with Article 18.

Section Two. Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work.

Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately. The employer may request that the employee be excused or exempted from jury duty if, in the employer's judgment, the employee's services are needed at that time.

Time spent on jury duty shall not be considered time worked for the purpose of completing a Working Test Period or trainee requirements.

ARTICLE 43 - MILITARY LEAVE

The present military leave policy shall remain in force, except that paid leave for military callups shall be limited to emergencies.

ARTICLE 44 - PREGNANCY, MATERNAL AND PARENTAL LEAVE

Section One. Health insurance coverage for disabilities resulting from or contributed to by pregnancy shall be available, consistent with the requirements of applicable law. Maternity benefits shall be provided to eligible bargaining unit members in accordance with the provisions of the particular health care plan selected by the employee under the terms of the agreement cited in Article 45.

Section Two. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a medical leave of absence without pay, position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence beyond this period must be in writing, if granted, the position may or may not be held for this extended period, subject to the appointing authority's decision.

Up to ten (10) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption or taking custody of a child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

Section Three. The parties agree to be bound by CGS Sec. 5-248a and its appurtenant regulations, and any

amendments thereto. An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum. Employees shall have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise due under this collective bargaining agreement or under the FMLA, and as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification.

Holidays which occur during the period covered by the leave provisions of CGS Sec. 5-248a shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

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.

ARTICLE 46 - RETIREMENT

The terms and conditions of employee retirement benefits are the subject of separate negotiations and a separate agreement between the parties.

ARTICLE 47 - WORKERS COMPENSATION

Section One. Workers Compensation Coverage and Payments. Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, or sustained in the course of his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive workers compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement workers compensation payments up to but not beyond the regular salary.

Section Two. Communicable and Contagious Diseases. Upon a final and non-appealable finding by an appropriate State authority that an employee has contracted a communicable or contagious disease in the course of his/her employment, the employee shall receive workers compensation benefits for the duration of his/her incapacity. Such benefits will be equal to those specified for bodily injury in Section 5-142(a) of the General Statutes.

ARTICLE 48 - JOB SPECIFICATIONS

Section One. Each employee shall be provided with a copy of his/her current job specification upon request. Work assignments shall be in accordance with that job specification.

Section Two. Whenever the phrase ". . .and performs related duties as required appears in job specifications for job classifications, within the bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the over-all job specification.

Section Three. Section Two of this Article shall not be construed to restrict the principle of "Work now, grieve later," except in those instances where the health or safety of the employee is in imminent jeopardy.

Section Four. The Union, but not any individual employee, shall have the right to file "institutional grievances" for alleged violations of Section Two of this Article.

Section Five. Disputes over an employee's job classification shall be subject to the classification appeal procedure outlined in Appendix C.

ARTICLE 49 - CLASS REEVALUATIONS

Section One. The procedure set forth in this Article supersedes the provisions of 5-200(p) relative to the right of employees or their representatives to appeal for class reevaluation (upgrading).

Section Two. The Union, but not any employee, shall have the right to appeal in writing by submitting data, views, arguments, or a request for a hearing relative to reevaluation of a class or classes of positions allocated to the appropriate Compensation Plan. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Director of the Office of Labor Relations or designee shall answer the appeal.

Section Three. The Undersecretary shall judge the appeal only with respect to the following criteria:

(a) Whether there was a change in job duties of the class appealed substantial enough that it should have the effect of changing its compensation grade. The Director will not look to changes which occurred prior to the effective date of this Agreement.

(b) Having found a substantial change in job duties, then internal consistency among classes covered by this Agreement and among comparable classes in State service.

Section Four. In any arbitration case arising from such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her decision on the criteria set forth in Section Three above. Pay comparability for equal work in other jurisdictions or outside the scope of this Agreement shall not be a basis for the arbitrator's or umpire's decision hereunder.

Section Five. Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative. The Union will be given two (2) weeks notice prior to a class reevaluation. Any dispute shall be subject to arbitration in accordance with this Article.

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.

ARTICLE 51- PART-TIME EMPLOYEES

Section One. Permanent part-time employees will continue to receive wages and fringe benefits on a pro-rated basis to the extent provided under existing rules and regulations (except as modified by this Article).

Section Two. During the life of this Agreement, no full-time bargaining unit position shall be fractionated in such a manner as to diminish the number of bargaining unit positions, provided that qualified applicants are available.

Section Three. A permanent full-time employee may request of management that their position be adjusted to a part-time status of not less than half-time. If granted, the reduction to part-time shall be considered a temporary arrangement and the employee shall remain in the bargaining unit and be covered by the terms of this Agreement. A request to work part-time will not be unreasonably denied by the Employer.

A permanent full-time employee who is granted an adjustment to under twenty (20) hours per week under this Section shall continue to have layoff and bumping rights determined in accordance with Article 37, Order of Layoff, and shall not be covered by Section Four (a) of this Article.

Section Four. Permanent part-time employees working under twenty (20) hours per week (excluding retired-reemployed and unscheduled intermittent employees) shall be eligible for all benefits currently provided to over twenty (20) hour per week permanent part-time employees except as follows:

(a) Permanent part-time employees working under twenty (20) hours shall, in the event of layoff, have seniority pro-

rated and may exercise any bumping rights only to another part-time under twenty (20) hour position. The employee will be given as much notice as possible. The minimum notice periods in the event of layoff, however, shall be two (2) weeks for the employee selected for layoff, two (2) business days for the election of bumping rights, if any, and one (1) week for the notice to the bumpee.

(b) Permanent part-time employees working under twenty (20) hours per week shall be eligible for vacation leave, if applicable, and sick leave accrued on a pro-rata basis in accordance with existing practice but shall not be eligible for personal leave days.

(c) It is expected that permanent part-time employees working under twenty (20) hours per week who become involved in union or steward activities or who seek attendance at employee-initiated workshops or conferences will make every effort to conduct such activities on their own time rather than on paid State time. This provision does not pertain to vacation usage or absence from work during an approved leave of absence.

Section Five. Health insurance coverage under Article 45 shall be available only to those permanent part-time employees who are regularly scheduled to work at least 17.5 hours per week. This provision shall be applicable to those part-time employees who on or after May 1, 1992, acquire part-time under 17.5 status.

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. All employees are encouraged to participate in direct deposit of their paychecks.

ARTICLE 53 - INDEMNIFICATION

During the life of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165, 10-235, and 19a-24 of the Connecticut General Statutes.

In deciding whether to provide counsel to a professional employee being sued for malpractice, the question of whether such employee was acting within the scope of his/her employment shall be sympathetically considered, consistent with the purpose of the indemnification statutes.

ARTICLE 54 - POLICIES

The State shall provide to the Union at least one (1) copy of all approved agency personnel policies prior to September 15 of each school year, or within thirty (30) school days of the approval of the policy subsequent to September 15 of each school year.

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 Undersecretary of the Office of Labor Relations, and one (I) 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) 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 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.

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 proceed in accordance with SERA.

ARTICLE 57 - SAVINGS CLAUSE

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Upon issuance of such a decision, the employer and the Union shall immediately

negotiate a substitute for the invalidated provision.

ARTICLE 58 - SUPERSEDENCE

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

ARTICLE 59 - QUALITY OF WORKLIFE

There shall be a Quality of Worklife Fund. The purpose of the fund shall be to establish and 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 he 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.

ARTICLE 60 - DURATION OF AGREEMENT

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

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.

ARTICLE 61 – CONTRACTING OUT

Section One. The Employer shall discourage the use of outside contractors and consultants when internal capacity exists or can reasonably be developed.

Section Two. As part of this process, the Labor/Management committee shall be provided with copies of such contracting reports and analyses as are required by statute.

Section Three. In order to limit long-term reliance on consultants that are hired due to lack of in-house knowledge or skill, any such consultant contract shall contain a provision that provides for training the agency employees. This shall not apply to contracts for services that are not, and cannot reasonably be anticipated to be performed by bargaining unit employees. Nor shall it require a knowledge transfer provision that is unreasonably cost prohibitive.

APPENDIX A
LONGEVITY SCHEDULE
SEMI-ANNUAL PAYMENT

Salary Group	10 Years	15 Years	20 Years	25 Years
1 – 11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00
18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00
24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00
31	198.75	397.50	596.25	795.00
32	204.25	408.50	612.75	817.00
33	210.00	420.00	630.00	840.00
34	215.75	431.50	647.25	863.00
35	221.25	442.50	663.75	885.00
36	227.00	454.00	681.00	908.00
37	233.00	466.00	699.00	932.00
38	238.50	477.00	715.00	954.00
39	244.25	488.50	732.75	977.00
40	249.50	499.00	748.50	998.00
41	255.50	511.00	766.50	1022.00
42	261.25	522.50	783.75	1045.00
43	266.75	533.50	800.25	1067.00

APPENDIX B - CLASSIFICATION SERIES

Each of the following shall constitute a classification series for the purposes of Article 37, Order of Layoff.

1. Correctional Recreation Supervisor

2. Industries Instructor (BESB)

3. Developmental Services Education Program Supervisor (Recreation)

4. Developmental Services Education Program Supervisor (Functional)

5. Developmental Services Education Program Supervisor (Vocational)

6. Developmental Services Adult Services Instructor

7. Developmental Services Adult Services Specialist

8. Developmental Services Adult Services Supervisor

9. Rehabilitation Teacher 1; Rehabilitation Teacher 2

10. Supervisor of Rehabilitation Teachers

11. Education Consultant for the Blind (Mobility Instruction)

12. State School Department Head

13. State School Teacher (10 Month); State School Teacher (12 Month); State School Teacher (205.5 Day) (208 Day) Pupil Services Specialist

14. Vocational Rehabilitation Supervisor

15. Vocational Rehabilitation Counselor Intern 1; Vocational Rehabilitation Counselor Intern 2; Vocational Rehabilitation Assistant Counselor; Vocational Rehabilitation Counselor; Vocational Rehabilitation Senior Counselor

16. Vocational Instructor

17. Vocational Rehabilitation Assistant Counselor (Blind); Vocational Rehabilitation Counselor (Blind); Vocational Rehabilitation Senior Counselor (Blind) Vocational Rehabilitation Counseling Coordinator (Blind), Vocational Rehabilitation Supervisor (Blind).

APPENDIX C - CLASSIFICATION APPEAL PROCEDURE

Section One. Any individual permanent employee alleging the performance of the duties of a specific higher classification shall submit an appeal directly to the agency's appointing authority or his/her designee.

Such appeal shall be on the prescribed form and shall include:

1. The name of the employee.

2. Current official class title.

3. Current agency/division/section and/or shift.

4. Date of alleged assignment of the higher level duties.

5. Specific classification remedy requested.

a. If reclassification or temporary service remedy is sought, specific class title alleged appropriate.

6. Employee signature and date.

7. Completed duties questionnaire Form A or B, as applicable.

Section Two. (a) Within ten (10) days of receipt of such appeal, the agency's appointing authority or designee shall respond to the employee and/or union on the appropriate place on the form to either:

1. Continue the performance of the alleged higher level duties; or

2. Deny that the duties include higher level duties, and/or constitute a basis for reclassification or temporary service; or

3. Remove the alleged specified higher level duties forthwith.

(b) Responses as above shall not automatically prejudice either party's position on the proper classification as determined by the Commissioner of Administrative Services or designee.

Section Three. (a) Concurrent with the response to continue the assignment (#1 above), the appointing authority shall submit, on the appropriate form, a request for approval of such assignment with copies of the appeal procedure form and any other appropriate justification to the Department of Administrative Services. Such request may be in the form of either a request for reclassification or temporary service in a higher class. The DAS

Commissioner or designee shall review and answer such request within fifteen (15) days of receipt.

(b) The DAS Commissioner, with the concurrence of the Secretary of OPM, has sole discretion for determining whether approval will be for reclassification or temporary service, and/or whether higher level duties must be removed.

(c) Payment for performance of higher level duties determined to constitute a basis for reclassification or temporary service shall accrue not earlier than thirty (30) days from the date the appeal was submitted to the appointing authority only if merit system conditions permit. Payment for performance of higher level duties which should be removed will accrue in the same manner and consistent with merit system conditions only if such duties constitute a significant portion of the overall job. Approval action under this section shall constitute a final and binding resolution of the appeal.

Section Four. (a) Appeal to a response from the appointing authority denying the request (#2 above) or removing the duties (#3 above), or failure to respond within the time frames provided may be submitted to the DAS Commissioner or designee within seven (7) days of the date of such response or due date. A meeting shall be held and an answer to such appeal will be issued within thirty (30) days of the date the appeal was filed with the DAS Commissioner or designee.

(b) Appeals to the decision of the DAS Commissioner or designee under this section may be submitted to the Classification Panel within ten (10) working days of the date of the response from the DAS Commissioner or designee or within ten (10) working days of the due date.

(c) The appeal shall not be modified or expanded except by specific agreement of the DAS Commissioner or designee and the Union,

Section Five. (a) The Classification Panel shall be comprised of two designees of the State, one of whom shall serve as Chairperson, and one designee from the Union, all of whom shall be experienced in job classification. The panel shall schedule and conduct a hearing within thirty (30) days of receipt of the appeal package and shall render a decision within ten (10) days of the close of the hearing. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The Panel Chairperson shall authorize paid leave for a reasonable number of witnesses to attend and present testimony, including the grievant and steward.

(b) The panel shall base its decision only on whether the factual material presented at earlier stages of the appeal process indicates there was substantial addition of duties of the specific higher job classification. The burden shall be on the grievant to establish such proof and that the decision of the DAS Commissioner or designee was arbitrary and capricious.

(c) The panel's decision shall be by majority vote. The panel's decision shall be in writing, signed by the Chairperson, shall include brief findings of fact and shall be binding on the parties provided the decision is consistent with the conditions set forth herein and otherwise not inconsistent with merit system conditions. Such decision shall be forwarded to the DAS Commissioner or designee with copies to the grievant or his representative, the appointing authority, and the personnel services analyst.

(d) Pay retroactivity, if warranted, may not apply earlier than thirty (30) days prior to the date of the filing of the appeal at the earliest step.

(e) The panel may not add to, subtract from, alter or modify the appeal or grant either party a remedy inconsistent with the terms and conditions outlined herein.

Section Six. The appeal process outlined herein shall be the exclusive forum for appealing classification issues.

Section Seven. Decisions of the DAS Commissioner or designee or the Classification Panel shall not automatically constitute a precedent regarding the internal comparability of the appealed position to positions not subject to the original classification appeal.

Section Eight. Nothing herein shall prevent the settlement of an appeal at any point in the process, or without resorting to formal channel providing such settlement has the concurrence of a designee of the DAS Commissioner.

Section Nine. Failure to appeal to a higher level consistent with the time elements outlined above will constitute a waiver of the appeal.

APPENDIX D - JOB SHARING GUIDELINES

Section One. Scope of Program. Job sharing is defined as two individuals sharing one full-time position, and the responsibilities of that position.

These guidelines were jointly developed pursuant to a contract negotiated between the parties. The program is viewed as an added benefit for current employees and shall be limited to permanent state employees covered by the P-3B Agreement and shall be administered on an intra-agency basis. An analysis of other programs indicates that a minimal number of employees might wish to participate in a job sharing partnership. Whether the partnership has

an ending date or is open-ended, it is envisioned as basically a temporary arrangement. An employee's bargaining unit status will not be affected by entering into a job sharing partnership.

Section Two. Establishment of Partnership.

A. Program Communications.

1. Accurate, timely and continuing communications are the life-blood of every successful program. Both the union and the employer should share responsibility for this crucial activity. A copy of the program guidelines should be provided to employees who express an interest in forming a job sharing partnership.

2. Each participating agency shall identify a designee(s) responsible for disseminating information on the job sharing program to its employees - management as well as bargaining unit members. The agency designee shall act as a coordinator for those bargaining unit employees who wish to participate in the job sharing program (e.g., putting interested employees in touch with each other; informing them of locations where job sharing may be particularly appropriate; providing copies of other partnership agreements existing in the agency, etc.). However, it is essential that the interested employees do not feel the agency is actually matching job sharing partners.

B. Selection of Partners.

1. Both of the employees in the job sharing partnership must hold the same job classification title and appropriate certification, where applicable. The partners must be employed by the same agency but they do not necessarily have to be from the same facility. While the partnership would generally be expected to involve "tenured" employees, untenured employees may be considered when there are special qualifications or circumstances.

2. Selection of mutually compatible partners should be done voluntarily by the employees interested in participating in job sharing. It is recognized that the success of the partnership will depend upon the amount of cooperation and compatibility between the partners and the extent of commitment by the individual partners. The responsibility for maximizing this effort appropriately lies with the participating employees.

C. Scheduling.

1. Scheduling should be the result of a cooperative effort between the agency and the potential job sharing partners. Generally, the responsibilities and work schedule of the position will be shared on an equal basis between the partners though, in certain circumstances, a 60%-40% division may be appropriate. Provided that the agency's general needs and the responsibilities of the full-time position are met by the scheduling proposal, the participating agency should be flexible in reviewing partnership scheduling proposals to consider employee concerns.

2. The agency shall determine at the outset of each job sharing proposal whether the time frame of the partnership will be open-ended or have an ending date.

D. Partnership Agreement.

1. The job sharing partners, in cooperation with agency officials, shall develop a partnership agreement. The agreement shall describe the work schedule and the sharing/division of responsibilities. It shall also include consultation requirements and/or meetings between the partners and with agency supervisors and attendance at other required meetings (e.g., staff or team meetings, in-service training, etc.). The agreement shall be tailored to the needs of the particular position and agency. The partnership agreement shall be submitted at least four (4) weeks in advance to the appropriate agency official.

2. Prior to the final approval of the partnership agreement by the agency head or his/her designee, a copy of the partnership agreement shall be provided to the Union and the Union shall have three (3) days after receipt to respond with any comments or suggestions.

3. The job sharing agreement will be revised as needed if the sharing/division or responsibilities are to be changed or if the responsibilities assigned to the shared position are to be changed.

4. The job sharing agreement shall be considered to incorporate the provisions of the job sharing program guidelines, as currently drafted and as may be amended.

B. Agency Discretion.

1. The parties recognize that the employer retains all the lawful and customary rights, powers and prerogatives of public management, including but not limited to, establishing standards of productivity and performance of its employees, determining the mission of an agency as well as the methods and means necessary to fulfill that mission. Therefore, each agency participating in the job sharing program does so voluntarily and only after assessing how/whether each proposal can meet those needs.

2. Division of responsibilities for a given position shall be a cooperative effort between the agency and the job sharing employees, recognizing, however, that the agency does not

relinquish any of its authority to control its own destiny. Each set of circumstances may require an individual solution. The agency has flexibility and authority to tailor each partnership proposal to the unique needs of the agency.

3. The agency reserves the right to terminate any partnership with reasonable notice to the job sharing employees upon agency determination that the partnership is not functioning as anticipated or required.

Section Three. Benefits During Partnership.

A. Leave Time and Holidays.

1. Each job sharing partner who works at least half time shall be entitled to sick leave and, when eligible, vacation leave on a pro-rated basis (e.g., each employee who works one-half the normal schedule shall receive one-half of the normal sick leave and/or vacation time).

2. Any job sharing employee shall be granted time off with pay for any legal holiday granted to full-time permanent employees provided: (a) the holiday falls on a day when the employee would normally have been scheduled to work; and (b) the pay received shall be for the numbers of hours the employee would have been scheduled to work. Holidays shall be granted to an individual employee as they occur in the schedule unless other arrangements are made between the agency and the job sharing employees.

B. Insurance.

1. Each job sharing partner, who works at least half time, shall receive health insurance coverage under Article 45. This provision shall not be interpreted as expressly waiving either partner's ability to qualify for medical insurance when he/she retires.

2. Each job sharing partner shall be eligible for life insurance benefits, though the insurance level will be based upon the salary earned while job sharing.

C. Retirement. The reduction in hours and income while job sharing may have a significant impact on the credit for retirement purposes and the accrual of retirement benefits. Generally, the job sharing employee would contribute on a proportionate basis to the retirement fund and have the time credited on a pro-rated basis.

However, it is essential that employees interested in job sharing be informed how each may be individually and actually affected, especially given the different retirement plans. Therefore, prior to the implementation of a partnership agreement, the agency shall advise the interested employees of the possible effect on retirement benefits and shall refer the employee to a retirement counselor in the Retirement Division of the Comptroller's Office.

D. Tuition Reimbursement. Each job sharing employee shall be eligible for tuition reimbursement at the same rate as full-time employees.

E. Seniority.

1. Each job sharing employee shall receive credit for seniority purposes on a pro-rated basis.

2. Job sharing employees shall be integrated into the seniority lists for full-time employees in the appropriate ranks.

Section Four. Monitoring of Partnership.

A. Communications.

1. The crucial elements in a job sharing program are the communication and cooperation between the partners. The partners have a mutual responsibility to meet and confer on a regular basis to plan, modify, critique and improve their collective endeavor to meet the demands of the position they share.

2. The job sharing partners shall confer regularly with an agency designee regarding problems, progress, etc. in their shared position.

B. Evaluation.

1. While job sharing partners may influence each other's performance, an individual partner can only be held accountable for the work he/she performs or controls. For purposes of the official performance evaluations described in the P-3B contract, the individual partner shall be rated only upon his/her individual performance.

2. The agency may, at its discretion, evaluate the overall functioning of the job sharing partnership. However, this evaluation would be an informal document to be used in a cooperative effort to assess or improve the performance of a given partnership.

Section Five. Continuation/Termination of Partnership.

A. Coverage for Absences. The partners will fill in for one another's absences, whenever possible. The partners may agree, with the agency's concurrence, to a temporary change in the division of the work schedule to accommodate absences.

B. Maternity or Extended Sick Leave. In the event one of the partners requires either maternity or extended sick leave, the partners will decide which one of the following options will best meet the needs of the remaining partner and the agency:

(a) The remaining partner will assume the responsibilities of the departing partner for the duration of the leave, thereby retaining the job sharing partnership for the absent partner's return.

(b) The partnership will be terminated and the provisions described in Section B will apply.

C. Layoff.

1. In the event a layoff affects one or both of the job sharing partners or the shared position, the provisions of Article 37 of the P-3B Agreement shall apply and both partners shall receive notification of the agency action.

2. If a job sharing partnership is terminated due to a layoff affecting one of the partners, the remaining partner shall have the option of finding a replacement. In the event a replacement partner acceptable to the agency cannot be found within the requisite time, the remaining partner will have the following options:

(a) reversion to full-time employment

(b) voluntary resignation in good standing from state service

(c) In the event the employee fails to exercise any of the above options, the employee shall be deemed to have voluntarily resigned in good standing as of the date of the layoff.

(d) The above procedure shall not be interpreted to restrict the employee's ability to request part-time employment under the terms of Article 51 of the P-3B Agreement or to limit the agency's discretion in reviewing such a request.

3. If another employee has a contractual right for bumping which could be exercised to bump one of the job sharing partners, that employee must meet the requirements of the job sharing program guidelines before any such bumping could occur.

D. Termination of Partnership By One Partner. If one partner seeks to terminate the partnership, in order to resign or to accept another position, that partner will provide at least two (2) weeks notice to the remaining partner and to the agency. The remaining partner shall have four (4) weeks from the date of notice to find a replacement partner. During the four week period (after the departure of the other partner), the remaining partner shall assume the full-time duties of the position. The selection of a replacement partner shall be subject to management approval. If an acceptable replacement partner cannot be found within the four-week period, the remaining partner shall have an additional two (2) week period, while continuing to work full-time, in which to decide whether to resume the full-time position or to resign in good standing. If no decision is made, the employee shall be considered to have resigned at the conclusion of the two-week period. The above procedure shall not be interpreted to restrict the employee's ability to request part-time employment under the terms of Article 51 of the P-3B Agreement or to limit the agency's discretion in reviewing such a request.

E. Termination of Partnership By Both Partners or By Agency. If the partnership is to be terminated as a result of a decision of the partners or a decision of the agency, and both partners are willing to resume full-time positions, the following procedure shall apply:

1. The shared position shall be offered to the partner specified in the partnership agreement, or, if the agreement is silent, to the more senior partner.

2. The other partner shall be offered an available vacancy in the same class title within the same facility or district that he/she is qualified to perform.

3. If the partner is not placed in an existing vacancy under 2, the partner shall be entitled to agency reemployment rights for the next available vacancy in the same class title that he/she is qualified to perform (subject only to the priority reemployment rights of a laid off employee under Article 37). This reemployment right shall be in effect for a period of three (3) years or until the partner is reemployed in a position in the same or an equivalent class.

4. The employee may request and the agency will consider the partner for vacancies which may exist in other classes (at the same or lower levels) that he/she is qualified to perform within the agency.

Section Six. Evaluation of Program. The parties shall meet at least yearly to review the program guidelines and existing job sharing agreements and to discuss the successfulness of the program and any problems or clarifications which need to be addressed. The parties agree that the job sharing committee shall be the exclusive forum for addressing any questions, concerns or disputes regarding the program guidelines. The implementation or interpretation of the job sharing program shall not be subject to the grievance procedure; however, this shall not abrogate the parties' rights contained in the collective

bargaining 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.

APPENDIX F – CROSS-BARGAINING UNIT LANGUAGE

1. **Durational and Temporary Employees**

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

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

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

Benefits: A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:
• Health and life insurance
• Pension credit
• Paid Holidays
• PL Days
• After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:
• The same benefits as any other employee would receive during his/her working test period
• Upon becoming permanent, the same benefits as any other permanent employee.

2. **Inclement Weather**

Essential Employees

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

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

10 month Employees Choosing a 12 month Pay Plan - Shall be treated like any other 12 month employee for purposes of inclement weather closings.

MEMORANDUM OF UNDERSTANDING - EFFECT OF CERTAIN LANGUAGE CHANGES

The parties have agreed to the following concerning the effect of certain changes in contractual languages:

1. The implementation of language changes will be done on a prospective basis after legislative approval has been granted pursuant to Section 5-278 of the Connecticut General Statutes or as otherwise provided by said Section, and if any grievances are filed alleging retroactive application, they shall be considered without merit and shall not be pursued by the Union. The above shall not apply if the contract contains a specific effective date for a specific change or benefit (e.g., salary increase).

2. The deletion of the Grandparent Clause contained in Article 43, Section Eight of the 1982-1985 Agreement shall not be interpreted to affect any employee who may have qualified for its provisions; however, the reference to step eleven (11) would be adjusted to reflect the implementation of the September 1986 Teacher pay plans, the Enhancement Act negotiations of 1987, and any subsequent negotiations.

MEMORANDUM OF UNDERSTANDING - DEPARTMENT OF CORRECTION MEAL MONEY

Section One. Employees in the Vocational Instructor job classification in the Department of Correction shall be eligible for the Department of Correction meal allowance in those correctional facilities in which the employees have opted for the meal allowance. The meal reimbursement shall apply to each shift actually worked and the per meal rate shall be the rate provided to the majority of correctional employees and shall be adjusted in accordance with the rate provided to the majority of correctional employees.

Section Two. The minimum time for eligibility for such reimbursement shall be equal to one-half (1/2) of the regular shift, except for employees working unanticipated overtime after their regularly scheduled shift a sandwich and a beverage will be arranged for and provided in such instances, prepared by a staff member. The meal reimbursement shall not be combined with or added to any other meal reimbursement.

Section Three. Employees hired or after July 1, 2009 shall not be entitled to the correctional meal allowance except in the cases where the vocational instructor provides

educational or other inmate-related services during the meal period.

MEMORANDUM OF UNDERSTANDING - ARTICLE 12, SERVICE RATINGS

The parties recognize that it is practical and desirable to evaluate State School Teachers and Pupil Services Specialist in the Department of Children and Families and the Department of Correction over the span of the school year.

It is therefore agreed that an Evaluation Conference Form shall be utilized to serve as the official service rating report, pursuant to Article 12. This form contains eight (8) categories of "Professional Performance Criteria" which are linked to the employee's functional job description. A five (5) point rating key will be utilized to evaluate work performance under each performance criteria category. One or more ratings in Column 5 (has not met) shall constitute an unsatisfactory rating. Two or more ratings in Column 4 (developmental) shall similarly constitute an unsatisfactory rating.

It is further agreed that the filing of an Evaluation Conference Form for each affected employee on or before June 1 of each school year will comply with Article 12, Section One, subsection (4), PROVIDED HOWEVER no employee's annual performance shall be rated unsatisfactory for purposes of complying with the annual service rating report without the requisite three months' notice. This will guarantee that the employee has reasonable time for improvement and amendment of the annual service rating report, where appropriate, prior to the employee's annual increase date.

The parties agree to adopt the above Teacher Evaluation Plans for use in the Department of Correction.

Notwithstanding any of the above, this agreement does not alter any provision of Article 12 of the P-3B contract, either as it guarantees protection of bargaining unit members or as it allows discretion or prerogative to the Employer.

SIDE LETTER - DDS ADULT SERVICES POSITIONS

During the 1997-2001 contract the DDS requested revised specifications for M.R. Adult Services Instructor (Instructor Pay Plan) and M,R. Adult Services Specialist (S.G. 22) and a new classification of M.R. Adult Services Supervisor (S.G. *25).* The Union agreed not to challenge the salary levels specified for these three titles or to seek bargaining or arbitration about these salary levels. This provision shall not be interpreted as precluding the Union from seeking a class reevaluation appeal under Article 49 about the Specialist title. The Supervisor title shall be evaluated under the process described in Section Two. B. of the SCOPE agreement for new classes.

The implementation of these new or revised titles will not result in the involuntary demotion of any State School Teachers or Developmental Services Education Program Supervisors. It is understood, however, that any O.J.E. review of the M.R. Adult Services titles will not consider the fact that employees in different classes (e.g. State School Teachers) may be performing Adult Services Instructor, Specialist or Supervisor duties.

SIDE LETTER - DDS TEACHER POSITIONS

When a general fund State School Teacher vacancy occurs in the Early Intervention program of the Department of Developmental Services and there are no qualified laid off employees on the reemployment list, the position will be posted within the Department prior to any consideration of an original appointment.

Any State School Teacher in the Adult Day Services program, who possesses the valid and appropriate certification, may apply for the vacancy, and the Department will make a selection based on applicant qualifications.

Upon selection, the Teacher will be provided with the USD #3 Teacher Development Manual and will be assigned a mentor. The Teacher will work will the supervisor to revise his/her calendar, if necessary, for the remainder of the fiscal year.

The selected Teacher will have a six (6) work week assessment period, during which either party may decide that the Teacher should return to his/her original position. The Region shall provide reasons in writing, with a copy to the Teacher, who shall have the opportunity to respond in writing. Any disagreement by the Teacher concerning the decision to be returned to the original position will be reviewed by the USD Superintendent of Schools and a designee of the Department Personnel Unit.

Note: Under current certification law, Comprehensive Pre-K through 12 Special Education is considered appropriate certification for Early Intervention.

SIDE LETTER CONCERNING DAS CLASSIFICATION STUDY

The parties acknowledge that the Department of Administrative Services (DAS) has changed or is in the process of changing the job description for Developmental

Services Adult Supervisor so that it will create an appropriate career ladder opportunity for Developmental Services Adult Services Instructor. DAS will be asked to review similar positions in the bargaining unit to see if positions which would naturally be in their career path are unattainable because the job descriptions or requirements in such positions contain artificial barriers to promotion. DAS will report monthly to the Union and each agency about the progess of their review.

MEMORANDUM OF UNDERSTANDING - Department of Developmental Services and Department of Children & Families

Section One. The State of Connecticut, Department of Developmental Services and Department of Children & Families, and the Connecticut State Employees Association (P-3B Unit members in DDS & DCF), as a result of facilitation regarding the provision of year round or twelve month programs , have agreed to the following addendum to the P-3B agreement:

A. This memorandum shall continue through the 2005 successor P-3B agreement. Should the expiration date of the successor agreement be reached prior to the date of legislative approval of the subsequent successor agreement, this memorandum shall remain in effect.

B. During the term of this memorandum, the following provisions shall apply in DDS and/or DCF, as specified, and shall supersede any conflicting provisions of Article 20.

Section Two. Department of Developmental Services Provisions:

A. In the DDS, there shall be two work years for State School Teachers. The work year shall be scheduled between July 1 and June 30 and shall be either: (a) 208 work days or (b) 223 work days. The current ten month (188 work day) schedule shall no longer exist in DDS.

B. The year-round work calendars for all teachers shall be developed by May 15 of each year for the following contract year (July 1 to June 30), according to the following procedures:

1.) Unified School District: in the Unified School District 3, a standard work calendar containing 223 work days and five recess weeks shall be developed by April 30 in each region between teachers and school administrators, as provided in Article 33.

The teachers on the 208 day schedule will have a calendar with an additional fifteen (15) recess days. The teachers on the 223 day schedule may substitute up to ten (10) individually scheduled recess days in order to have a calendar with a comparable number of recess days. The additional recess days and the alternative recess days shall be scheduled through mutual agreement between the teacher and supervisor, consistent with program needs. If no agreement is reached, the dispute shall be resolved through the dispute resolution process outlined in this memorandum.

2.) Adult Services: For teachers in adult services, individual calendars shall be developed by May 15 of each year for the following contract year. The individual calendars shall be developed through mutual agreement between the teacher and supervisor, consistent with program needs. If no agreement is reached, the dispute shall be resolved through the dispute resolution process outlined in this memorandum. In some programs these calendars will be developed in cooperation with other teachers where shared responsibilities or teams provide program coverage.

C. Changes in Calendar: Any modification of the approved individual calendar for any teacher, if required by extraordinary circumstances, shall be decided by mutual agreement of the teacher and the supervisor. Requests for calendar modifications shall not be subject to the grievance and/or mediation process. Any such calendar modification shall be submitted to the designated regional officials as specified in subsection B.

Section Three. Department of Children & Families Provisions:

A. In the DCF, there shall be two work years for State School Teachers and Pupil Services Specialists. The work year shall be either: (a) 205.5 work days or (b) 223 work days. The current ten month (188 work day) schedule shall no longer exist in DCF.

B. The school calendars for the District and/or for each facility shall be developed as provided in Article 33.

C. The 205.5 day work year, which shall consist of 188 work days between September and June and 17.5 work days between July and August. Each employee on a 205.5 day schedule will work one half of the summer session, either the first 17.5 days or the last 17.5 days. The schedule will be structured so that each such teacher has 1/2 non-contact day during the summer session and each such teacher will be allowed 1/2 holiday compensatory day (3.5 hours) during the summer session.

D. Each employee on a 205.5 day schedule shall be surveyed concerning their preference about working the first half or the last half of the summer session. The scheduling of the session assignments shall be determined

through mutual agreement of the teacher and supervisor, consistent with program needs. If no agreement is reached, the dispute shall be resolved through the dispute resolution process outlined in this memorandum.

E. All current twelve month teachers shall have the option of three (3), four (4) or five (5) unpaid leave days during the school calendar. A teacher may only choose between three, four or five unpaid leave days; there is no option for choosing a lesser or greater amount. Each twelve month teacher shall be surveyed concerning their selection of this option and their preference regarding the particular days desired for unpaid leave. While it is anticipated that there is likely to be more interest in unpaid leave days during the summer session, the scheduling of the unpaid leave days shall be determined through mutual agreement of the teacher and supervisor, consistent with program needs. If no agreement is reached, the dispute shall be resolved through the dispute resolution process outlined in this memorandum.

F. The DCF will investigate the possibility and/or practicality of a substitute mentoring program if necessary to improve the recruitment of substitute teachers.

G. The DCF will solicit volunteers from the 205.5 day employees who are willing to be converted to the 223 day schedule contingent upon funding and operational needs. In addition, the parties shall undertake discussions about other measures for increasing the quality and coverage of the summer session by mutual agreement. The discussions may also include resolving any problems in the terms of this Memorandum applicable to DCF.

Section Four. Common DDS & DCF Provisions:

A. There shall be no involuntary conversions to twelve month (223 day) schedules.

B. All standard and approved individual calendars or individual work schedules shall be in writing and in a consistent format and shall be submitted by May 15 of each year to the designated regional or school official and to the appropriate personnel and payroll offices for record-keeping purposes.

C. The pay rates for the new 208 day and 205.5 work years shall be calculated based on the ten month (188 day) pay plan plus the specified number of additional days at 1/188 (per diem) of the ten month pay plan. Employees shall be placed on the same step of the new pay plans as they held on their current pay plan.

D. Dispute Resolution Process: In the event of a dispute regarding the development of individual calendars (DDS) or the determination of summer session assignments or the scheduling of unpaid leave days (DCF), the following procedure shall apply:

1.) In the event that more teachers request the same recess days (DDS), or the same summer session or the same unpaid leave days (DCF), than can reasonably be spared for operating reasons, the requests will be granted based upon certification, if applicable, and seniority as defined in Article 10.

2.) In the event of a dispute concerning the number of teachers that could reasonably be spared for operating reasons and/or a claim that management was arbitrary and capricious in assessing program needs, the parties will attempt to resolve the matter at the regional or facility level. If the dispute is not resolved, it shall be reduced to writing on a grievance form within 5 working days of the denial and filed to Step 2. The grievance will be handled expeditiously and, if it is not resolved, it will be filed to Step 3.

3.) Grievance Mediation. If there are unresolved grievances after Step 3, they will be subject to a grievance mediation step. The parties will mutually agree upon a grievance mediator who shall have experience as a grievance arbitrator. All of these grievances will be scheduled on the same day, to the extent practicable, and shall be the subject of a brief conference and discussion before the mediator. The mediator may attempt to mediate the dispute and/or may verbally indicate his advisory opinion regarding an appropriate disposition of the grievance.

4.) Arbitration. If there are unresolved grievances after the mediation process, they may be filed for arbitration by the Union. To the extent practicable, these grievances will be consolidated into one arbitration hearing.

Section Five. While superseded in the specified agencies (DDS & DCF) by this memorandum, Article 20 shall not be considered as having been removed from or replaced in the P-3B contract.

Section Six. The employees who work on the 205.5 or 208 day schedules shall be considered as working a twelve month schedule for purposes of applying the terms of Article 39, Section Six (Personal Leave) and Article 40, Section Three (d) (family illness). For purposes of granting sick leave accruals under Article 40, Section One, the employees who work on these schedules shall accrue the monthly sick leave rate on an eleven-month basis, i.e. sick leave shall not accrue in the month of July for these employees.

Section Seven. 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 an employee on the 205.5 or 208 day schedule shall be calculated based upon one day being equal to 1/239 of the employee's annual salary.

MEMORANDUM OF UNDERSTANDING - DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES

By mutual agreement of the State and the Union, State School Teachers (Ten Month) in the Department of Mental Health and Addiction Services may be converted to the 205.5 day work year. The 205.5 day work year shall consist of the 188 work day calendar as provided for ten month teachers with the addition of 17.5 work days during the summer session in July and August. Any such converted Teachers shall be compensated on the 205.5 day salary plan and shall be covered by the terms and conditions applicable to the 205.5 day teachers in the Department of Children & Families under the Memorandum of Understanding for DDS and DCF year round and twelve month educational programs. Any changes that are implemented in the DCF concerning the 205.5 teachers may also be applied by mutual agreement to the 205.5 day teachers in the Department of Mental Health & Addiction Services.

MEMORANDUM OF UNDERSTANDING – DDS DEINSTITUTIONALIZATION

The Department of Developmental Services may be undertaking initiatives to significantly reduce or deinstitutionalize the residential population at the Southbury Training School or other residential facilities. It is recognized that P-3B members will continue to play a vital role in the delivery of agency services to clients in the community and, while there may be changes in the processes for service delivery, job opportunities will continue to exist, provided employees avail themselves of these opportunities. The State and the Union are committed to working closely together in order to effect an orderly transition and continuity of employment. If the Department of Developmental Services undertakes an initiative for deinstitutionalization of the clients at Southbury Training School or another residential facility, the provisions of this memorandum shall apply.

In order to facilitate an orderly transition to new employment opportunities and to ensure adequate communication, the parties will establish a labor management committee. The labor management committee will share pertinent information and develop guidelines and/or procedures for actions taken in accordance with this Memorandum. A transfer list system within the Department shall be developed for the filling of vacancies outside of the affected residential facility. If there is no transfer list that would apply to a particular bargaining unit vacancy, the Department will make a good faith effort to post the vacancy at a central location at each facility subject to the provisions of this memorandum. If a particular vacancy or position is being established as a result of the deinstitutionalization and redeployment of the affected facility's residential clients, the vacancy or position shall not be offered to employees outside the affected facility unless the vacancy remains unfilled after the procedure specified in sections (a) to (e) has been followed.

The State and the Union will identify retraining opportunities which will assist employees in preparing for emerging or alternative job opportunities.

In the event a reallocation or reduction in the workforce becomes necessary at the Department of Developmental Services as a result of the change to community based programs (deinstitutionalization), the provisions of this Memorandum shall apply to all Department of Developmental Services employees with permanent status on or before July 1, 1995.

(a) All such permanent employees affected by deinstitutionalization shall be offered employment in the same or comparable classification at no reduction in salary grade as provided in this Section. All positions and vacancies within the affected agency shall first be filled through voluntary transfers. If there are no volunteers for a particular position or vacancy, it shall be filled by offering it to the least senior employee in the classification from the affected facility. Full time employees shall be offered a full time position and part time employees shall be offered a part time position.

If the least senior employee refuses, the employee shall be laid off or may have rights as described in (b) below. If the position or vacancy remains unfilled, it may be offered to the next two least senior employees, in reverse order of seniority, if one or both of those employees refuse, that employee shall be laid off (in order of seniority) or may have rights as described in (b) below. However, no permanent employee covered under this Section shall be laid off as long as there is a less senior employee in the same classification series and certification at the affected facility who has no rights under this Section.

(b) Any employee who refuses an offer and is scheduled to be laid off as described above shall be deemed to have waived any rights to additional offers in the future under paragraph (a) above, but shall retain the right to bump the least senior employee in a lower class at the facility in the same classification series as provided by Article 37, Section Five, seventh paragraph. Such bumping rights shall exclude any positions scheduled to be eliminated.

(c) For the purposes of this Memorandum, the regions within DDS. shall be defined as they existed on July 1, 1993 and the offer to an eligible employee shall be within the region where the facility is located or in one of the contiguous regions. However, for Southbury Training School, if the offer is in a contiguous region, it shall be west of the Connecticut River. The State and the Union agree to meet and discuss additional geographical limitations on offers for other locations as necessary.

(d) An employee shall not be considered qualified or eligible for a vacancy or position unless the employee possesses the required certification. Therefore, all terms of this Memorandum shall be interpreted consistent with the certification requirements for the particular job classification and assignment.

It is understood that State School Teachers currently assigned to Adult Day Services at a DDS facility covered by this Memorandum would be considered as possessing the required certification for redeployment Teacher positions in DDS Adult Day Services.

(e) Notwithstanding any contrary provisions of the P-3B contract, individuals on the reemployment list as a result of refusal of an offer under the provisions of this Memorandum shall not have preference for a vacancy in their former agency over an employee who has yet to receive an offer. This provision would apply only to vacancies in the individual's former agency and would not affect their recall rights to any other agencies.

(f) At any facility/institution covered under the provisions of this Memorandum, the parties shall meet and develop a process for internal movement of employees to facilitate the closing of individual units or departments within the facility/institution.

(g) The parties agree that an expedited arbitration process shall apply to disputes over whether this Memorandum is applicable to a particular reallocation or reduction in the workforce situation.

SIDE LETTER - FLEXTIME AND 4-DAY WORKWEEK - BUREAU OF REHABILITATION SERVICES (BRS)

In accordance with Article 18, Section 7, the following guidelines were jointly developed by the BRS Labor Management Committee to implement flextime and 4-day work week in BRS.

The employee initiated flextime or 4-day work week proposal shall be submitted at least one week in advance to the appropriate management designee for review. The proposal and supervisory review will conform with the following guidelines.

Section One. Flextime

(a) The employee must account for 7 hours per day on a 5-day (Mon.-Fri.) calendar week.

(b) Coretime--is established from 9:30 A.M. to 3:00 P.M. and is the time during which an employee is expected to be on the job except for illness, lunch, vacation, holidays or other approved leave.

(c) Bandwidth hours--the hours during which the office will be open from 7:00 A.M. to 5:30 P.M.

(d) A fifteen minute "grace period" will be allowed with respect to starting and ending work time provided that each employee accounts for 7 hours of work or approved chargeable leave for that day. Adherence to bandwidth and coretimes must be observed. Notwithstanding the previous sentence, upon request of an employee and approval of an appropriate management designee, an individual exception to the hours restriction may be granted to accommodate needs in such areas as, but not limited to, child care, transportation or participation in an educational program.

(e) Seventy hours (70) must be accounted for during a pay period. Lunch periods will be prescheduled for either one-half or one hour.

Section Two. Four-Day Work Week

(a) The employee must account for 8 3/4 hours per day on a 4 day (Mon.-Thurs. or Tues.-Fri.) work week.

(b) Coreweek is established as Tuesday, Wednesday, and Thursday when the employee is expected to be on the job except for illness, lunch, vacation, holiday, or other approved leave.

(c) Schedules must assure equitable staffing on both Monday and Friday.

(d) Bandwidth hours are the hours during which the office will be open and are established from 7:00 A.M. to 5:30 P.M.

(e) A fifteen minute "grace period" will be allowed with respect to starting and ending times. An employee scheduled to begin work at 8:00 A.M. may begin work at 7:45 A.M. or 8:15 A.M. so long as he/she accounts for eight and three-quarters hours of work or approved chargeable leave for that day. Adherence to bandwidth, coretimes, and coreweek must be observed. Notwithstanding the previous sentence, upon request of an employee and upon approval of an appropriate management designee, an individual exception to the hours restriction may be granted to accommodate needs in such areas as, but not limited to, child care, transportation or participation in an education program.

Section Three. General Provisions.
The underlying premise in establishing the alternate work schedule is to satisfy the mission of the Bureau while capitalizing on the benefits that accrue to clients, management, and employees. In keeping with these concerns, Division of Rehabilitation Services offices with P3B Contract employees must be open from 8:30 A.M. to 4:30 P.M. Monday through Friday and shall be staffed adequately to handle normal business, i.e., telephone calls and client appointments/visits.

Conflicts in proposed work schedules which occur between employees will be resolved on the basis of seniority (see Article 10) with the more senior employee having preference over a less senior employee. Where the vocational rehabilitation counselor is a guest, e.g., rehabilitation facility, school, etc., his/her work schedule and work hours must accommodate the host. Such an employee may request a transfer based on the inability of a host to accommodate the proposed alternate work schedule, but such request will be treated as any other request for transfer.

No "make-up" provision is contemplated under the alternate work schedule; an employee scheduled to work on a certain day who is not present for work will be charged the appropriate leave for his/her absence.

An employee on a four (4) day workweek schedule will have the following options if a holiday occurs during the workweek:
1. Work a seven (7) hour day, four (4) days, 8:30 a.m. to 4:30 p.m. standard workweek on the four (4) non-holiday days of that week; or
2. Work eight and three-quarters (8 3/4) hours per day for three (3) days, total of twenty-six and one-quarter (26 1/4) hours and charge one-quarter (1/4) day to approved leave.

Coffee breaks (see Article 18, Section 6) are for breaks only; such time is not accruable or transferable to starting or ending the work day.

New employees will be permitted to select a standard workweek or flextime work schedule but will not be permitted to select a four (4) day work week schedule for a period of six (6) months.

Attendance records will be maintained daily on a calendar week (Mon.-Fri.) basis as is currently being practiced. The reporting of attendance to the Personnel unit will reflect the number of hours and days worked in addition to showing charged leave, on a pay period basis (biweekly Friday through Thursday). Attendance forms will be devised for use within the Bureau to establish the basis of verification of time worked. The provision that an employee must account for seventy (70) hours during a pay period will attend to the discrepancy between calendar week and pay week. Alternate work week scheduling will be accomplished with this provision in mind.

It is intended that employees eligible for education leave will continue to be able to use this time in the BRS Labor Management Agreement subsequently published as BRS policy.

Management will try to schedule and convene meetings and/or training sessions during coretime and/or coreweek; however, where necessary, management reserves the right to call meetings for times other than coretime and/or coreweek in which event a change in work schedule will be permitted, This is expected to be an exceptional occurrence; however, when meetings and/or training is scheduled by management well in advance, such meeting and/or training session will be included in the employee's proposed alternate work schedule.

These guidelines are not intended to supersede or replace the terms of the Education Professions P-3B contract.

MEMORANDUM OF UNDERSTANDING - ARTICLE 16, GRIEVANCE PROCEDURE

Effective with the Legislative approval of this Agreement, the parties shall agree upon the arbitrators to serve on the P-3B arbitration panel. An arbitrator who is new to the P-3B panel may be removed from the panel by either party anytime after he/she issues his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If the arbitrator is not dropped after his/her third award, he/she will serve for the term of the Agreement. Notwithstanding the above, the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet regularly to schedule those grievances submitted for arbitration per Section 9(a). The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available. The scheduling meeting may involve other CSEA represented units, if the same arbitrator is on more than one panel. This shall not preclude the use of the existing scheduling process when there are a limited number of pending cases to be scheduled.

SIDE AGREEMENT - ARTICLE 39, SECTION FIVE - Vacation Selection DDS Northwest Center

At the DDS Northwest Center in Torrington, The MR Adult Services Instructors shall be allowed to submit their

requests for vacation at the same time as the State School Teachers submit their proposed calendars for the following school year in order that the requests of any of the P-3B members in the same work unit can be considered, subject to agency operating needs, before any calendars are approved or any vacation requests are granted. If more employees request the same calendar recess days and/or vacation time than can reasonably be spared for operating reasons, the granting of the recess days or vacation time will be based upon seniority as defined in Article 10.

MEMORANDUM OF UNDERSTANDING - ARTICLE 8, UNION RIGHTS

The State and the Union have raised concerns relating to Sections Three, Four and Seven of this Article. The State and the Union agree to discuss any such concerns and to cooperate in attempting to resolve problems that may arise under these Sections.

MEMORANDUM OF UNDERSTANDING - ARTICLE 27, SABBATICAL LEAVE

Notwithstanding the provisions of Article 27 Section One, the parties agree that no sabbatical leave shall be granted for the first year of the contract, i.e. 2005-2006, and only one (1) full-time equivalent teaching position not to exceed ten (10) months shall be carried over to the subsequent years of the contract.

SIDE AGREEMENT - DEPARTMENT OF CORRECTION CERTIFICATION DISCUSSIONS

The Department of Correction will communicate with the Union regarding the status of the certification discussions with the State Department of Education and the Department of Administrative Services.

MEMORANDUM OF UNDERSTANDING - BIG BROTHERS/BIG SISTERS

The State of Connecticut (hereinafter referred to as the "State") and the Connecticut State Employees Association P3B Unit (hereinafter referred to as "Union") have herein agreed that Union members employed by the State of Connecticut may participate in Big Brothers or Big Sisters programs as provided by P.A. No. 98-257 and amended by P.A. No. 99-1. There shall be no expansion of benefits for such participating employees beyond those specifically provided within the Act. The general guidelines applied for participants shall be:

1. The participating employee must have a minimum of one year of state service.
2. The employee must be a full time employee with permanent status.
3. Following each calendar year of active participation in the Big Brother or Big Sister program the employee will be granted one week of additional annual vacation.
4. For purposes of the program effective January 1, 2000, the year period shall be measured annually from January first of each year.
5. Failure to complete a full year of program participation will constitute basis for denial of the grant of the additional vacation. Failure to satisfy expected time commitments associated with the program will also constitute denial of the grant of the additional vacation.
6. Big Brothers or Big Sisters will be totally responsible for the program and shall provide the State employer with certification of participants.
7. The grant of additional vacation will be by OPM and shall not be subject to any appeal. The regulations regarding the utilization of vacation shall govern the utilization of the additional time earned under this program.
8. No activities performed by state employees with Big Brothers or Big Sisters shall be on state time and such activities shall be outside the scope of their employment.
9. In light of the fact that covered employees within this bargaining unit work during the school year as defined in Article 20 there is a lack of eligibility for vacation entitlement. Therefore those who participate in the Big Brothers or Big Sisters as provided in this agreement shall be credited with the vacation as stated in item 3 but shall not be entitled to take such vacation until or unless they transfer to another unit where vacation entitlement is provided. In that circumstance any such credited vacation will be transferable for use at the new designated position. In no event shall this vacation credit be payable upon retirement by the individual.

MEMORANDUM OF UNDERSTANDING – PAYMENT FOR MASTER'S DEGREE PROGRAM

If employees in the Bureau of Rehabilitation Services of the Department of Social Services are required to obtain a Master's degree as a condition of continued employment, the employee's educational costs will be paid by the employer in accordance with the agency's existing practice.

MEMORANDUM OF UNDERSTANDING CORRECTION TWELVE MONTH TEACHERS & INSTRUCTORS

The parties agree to have a pilot program in the Department of Correction for State School Teachers (Twelve Month) and Vocational Instructors (Twelve Month) to allow current twelve month teachers or instructors the option of three (3) unpaid leave days during the contract year. A teacher or instructor may only choose between no unpaid leave days and three unpaid leave days; there is no option

of choosing a lesser or greater amount. After the school calendar is distributed, each twelve month teacher/instructor shall be surveyed concerning their selection of the option and their preference regarding the particular days desired for unpaid leave. The employee's option is binding once submitted and the particular days of unpaid leave must he prescheduled and approved by the employee's manager prior to the July 1 start of the contract year. The scheduling of the unpaid leave days shall be determined through mutual agreement of the teacher/instructor and manager, consistent with program needs. Once the particular unpaid leave days are approved, they are not subject to change except by mutual agreement between the employee and the employee's manager. The pilot program shall start in the 2006-2007 school year or in the first full school year after legislative approval.

MEMORANDUM OF UNDERSTANDING - FURLOUGH DAYS

The parties agree to the following in accordance with the agreement reached between the State of Connecticut and SEBAC.
Each employee is required to take three (3) unpaid furlough days between July 1, 2017 and June 30, 2018. The equivalent cost of the furlough days will be deducted from the employee's annual salary in order to spread the financial impact of the furlough days equally throughout the year. The reduced annual salary will be divided into 26 pay periods and will become the adjusted base salary for the employee each pay period. The employee will be able to use the equivalent number of furlough hours in .25 increments (15 minute increments, or multiples thereof) by June 30, 2018, but with a minimum use of 1 hour. Use of furlough hours must be requested in advance and approved by management.
If an employee leaves state employment prior to June 30, 2018, any furlough time taken in excess of the amount covered by the annualized deductions will be charged against any remaining vacation accruals at the time of separation. Should there be insufficient vacation time to cover the overuse of the furlough time, attendance will be modified accordingly and a deduction will be taken from the final paycheck.
Furlough day requirements will be prorated for employees working less than 35 hours per week. Furlough days shall be treated for in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.

MEMORANDUM OF UNDERSTANDING – NON-LAPSING FUNDS

Notwithstanding any other language in this agreement, all contract funds set forth in this agreement shall not lapse and shall be retained to be used for their contractually identified purpose.

MEMORANDUM OF AGREEMENT - JOB SECURITY

1. The following job security provisions shall apply to all OLR Covered units which agree or have agreed to contracts or modified contracts in accordance with the April 6, 2009 Recommended Agreement on Financial Issues – And Framework for Job Security including the provisions for wages and furlough days which are summarized in Attachment A.

2. From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

a. Protection from loss of employment is for permanent employees and does
not apply to:

i. employees in the initial working test period;
ii. those who leave at the natural expiration of a fixed appointment term; including expiration of any employment with an end date;
iii. expiration of a temporary, durational or special appointment;
iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
v. termination of grant or other outside funding specified for a particular position;
vi. part-time employees who are not eligible for health insurance benefits.

3. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.

4. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after June 30, 2021. The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes. The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the

Placement and Training process. The Implementation Provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the P-3B Unit.

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

Within sixty (60) days following legislative ratification, the parties agree to meet to develop parameters for a pilot program at Manson 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 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.

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.

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 been 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.

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 ot paragraph 3 or 4, below, all o 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 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 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.

MEMORANDUM OF UNDERSTANDING ON CALL/STANDBY FOR BEHAVIORAL HEALTH CLINICAL SUPERVISORS

The Parties have agreed to the following regarding employees in the classification of Behavioral Health

Clinical Supervisor who are assigned by the employing agency to perform an On Call / Standby function.

1. Staff, who are assigned to be readily available to return to work or perform other work as required by the Agency's standby program, shall be paid $2.00 per hour and $4.00 per hour for holidays.

2. Staff who are on-call and who are called upon to perform the designated duties shall be compensated for such work as follows: (1) IN RESPONSE TO CONTACTS REQUIRING PERFORMANCE OF DESIGNATED DUTIES – the Employee shall not be paid for the first fifteen (15) minutes (per standby shift) of work in response to contacts which require the employee to perform the designated on-call / standby duties. If such work an employee is called upon to perform exceeds a total of fifteen (15) minutes, however, the Employee shall receive compensatory time to the nearest quarter (1/4) hour for all such work.

(C) CALLED BACK – Employees who are called back to the worksite shall be compensated as follows: Employees who have left work after the end of their scheduled work shift and who are called back to work by the Employer shall receive a minimum of four hours compensatory time.

MEMORANDUM OF UNDERSTANDING
VACATION ACCRUAL ADJUSTMENT FOR BEHAVIORAL HEALTH CLINICAL SUPERVISORS

The Parties' partial agreement regarding matters involving the accretion of Behavioral Health Clinical Supervisors stated, in part, the following:

"Effective upon legislative approval, the rate of vacation accrual for the above titles shall be governed by Article 39 Section Two, which shall apply in its totality."

The parties recognize that the agreed upon language cold result in a decrease in the amount of vacation that certain individuals accrue. In a good faith effort to facilitate the transition and adjustment of persons in accreted titles to accrual rates per the collective bargaining agreement, the Parties agree as follows:

For persons who, as a result of the partial agreement, see a decrease in the amount of vacation accrued from July 1, 2022 through June 30, 2023 the State will make a one-time award of compensatory time. The compensatory time will be awarded as of July 1, 2023, and shall be in the amount that represents the difference between what a member accrued at the rate per that collective bargaining agreement versus what the individual wold have accrued had this change not occurred, from the period July 1, 2022 through June 30, 2023.

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:

- P-3B 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.

MEMORANDUM OF UNDERSTANDING
State of Connecticut,
Office of Policy and Management (Office of Labor Relations)
And
CSEA/SEIU Local 2001 (P-3B Bargaining Unit)

WHEREAS, The State of Connecticut, Office of Labor Relations and the CSEA/SEIU Local 2001 (P-3B Bargaining Unit) have engaged in good faith negotiations for a successor agreement to the 2016-2021 collective bargaining agreement;

WHEREAS, As part of those negotiations, the Parties agreed to accept the Union proposal to "Fix Step 8 (and later) in EC25; Fix step 8 making it a full step and recalculate steps";

WHEREAS, The Parties executed and signed a document on March 15, 2022, to commit to their agreement to make

changes to salary group EC25 per the Union's proposal, as part of their overall agreement to changes in Article 19 – Compensation;

WHEREAS, After execution and signing of said document on March 14, 2022, it was discovered that a scrivener's error occurred, specifically that the full increment amount in the agreement was indadvertantly listed as "2.5%", which is below the percentage of a full increment within this salary group; the scrivener's error, therefore, resulted in language that did not express the Parties' full agreed upon intent – to "Fix step 8 making it a full step and recalculate steps";

NOW, THEREFORE, The Parties agree to correct the scrivener's error and to implement a phased-in process to accomplish their intent through bargaining, such that the language in Article 19, Section Two (d) will be as follows:

(d) Effective July 1, 2022, classifications that fall within the EC25 pay plan shall have steps 8,9, and 10 adjusted to provide for a 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.

(2) Effective the pay period that includes July 1, 2023, classifications that fall within the EC25 pay plan shall be moved to salary group 25 in the EB plan. Employees in the EC25 pay plan will move to EB25 at the same step as they were in EC25. Employees entitled to a compensation adjustment as a result of migration from EC25 to EB25 will receive it in the pay period that includes July 1, 2023.

Pay plans that were prepared based on the scrivener's error will be corrected upon the execution of this Agreement. Once the pay plans are corrected, any affected employees shall be made whole.

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 Administrators (P-3B) Bargaining Unit effective July I, 2021, expiring June 30, 2025.

for the STATE OF CONNECTICUT:

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Michael Carey, Chief Negotiator, Office of Labor Relations

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Meiko Chandler, OLR/DSS & ADS
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for the CONNECTICUT STATE EMPLOYEES ASSOCIATION, SEIU LOCAL 2001:

Dan Livingston, Chief Negotiator
Alexina Del Vecchio, Attorney
Dave Glidden, Executive Director
Joanna James, Union Representative

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Pam Armstrong
Stephaine Darden-Smith, Bargaining Team Chair
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Laurene Gomez
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Roland Bishop, Bargaining Team Chair
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