

## TENTATIVE AGREEMENT – P3A

### ARTICLE 5 - UNION RIGHTS

Section One. [NO CHANGE]

Section Two. [NO CHANGE]

**Section Three. Access to Premises.** Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, workplace-related complaints and other workplace issues, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival, or if that is not possible, provided that they give notice of their presence immediately to the first supervisor outside the bargaining unit in charge. Access to premises will not be unreasonably denied.

Section Four. Role of Steward. [NO CHANGE]

Section Five. Bulletin Board. [NO CHANGE]

**Section Six. (a) Access to Information.** The employer agrees to provide the Union, upon request and within a reasonable 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 employer shall regularly forward to the bargaining unit president one copy of all official State Board of Education meeting agenda, materials, minutes and items of information not otherwise protected by the Connecticut General Statutes, as soon as such items become available. The employer shall assure that current agendas and minutes of all State Board of Education meetings shall be available in each bureau.

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

Section Seven. [NO CHANGE]

**Section Eight.** ~~The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name of his/her steward. As soon as practicable, the State will cooperate in permitting a contact period, not to exceed one (1) hour, for the steward and any newly hired employee.~~ 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. [NO CHANGE]

Section Ten. [NO CHANGE]

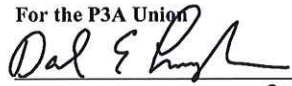
Section Eleven. The Union may request the use of State facilities during meal periods, during paid and unpaid breaks, and at other times outside of normal working hours for Union meetings. Permission will not be unreasonably denied. The Union will reimburse the State for any expenses incurred in the usage of such facilities and will assume the responsibility for the security and condition of the area.

Section Twelve. [NO CHANGE]

For the State

 3.14.2022  
Date

For the P3A Union

 3.14.22  
Date



## TENTATIVE AGREEMENT – P3A

### ARTICLE 6 - UNION SECURITY AND PAYROLL DEDUCTIONS

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

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

**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.** Any employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Four.

**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 (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 their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280-A to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall be equal to P-4 unit members' dues payable to the Union.

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

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

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

Section Eight. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees. Additional payroll deductions shall also be authorized if approved by the State in advance.

Section Nine. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with Sections Two, ~~Three, Four, Five and Six~~ of this Article.

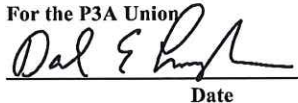
Section Ten. The existing system of voluntary payroll deduction for the Union's Political Action Fund shall be continued. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

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

For the State

 3.14.2022  
Date

For the P3A Union

  
Date

## TENTATIVE AGREEMENT

### ARTICLE 10 - PERSONNEL RECORDS

**Section One.** An employee's personnel file or "personnel record" is defined as that which is maintained at the agency level or centralized Human Resources-, exclusive of any other file or record.

**Section Two.** An employee covered hereunder shall, within two (2) business days of ~~on~~ his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file, other than material that is confidential or privileged under law. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of appropriate authorization from the employee involved.

**Section Three.** The State reserves the right to place all material which it deems necessary in an employee's personnel file. No new material relating to the performance of an employee shall be placed in the employee's personnel file unless he/she received a concurrent copy of such material. If the employee or his/her steward declines to sign such material (indicating receipt), it will be so noted, and such material will become part of the official personnel file. At any time an employee may file a written rebuttal to such materials which will be made part of the personnel file.

**Section Four.** This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing performance evaluations.

FOR THE P3A

FOR THE STATE



Daniel E Livingston      Date 12/6/2021



Date 12/7/2021



## TENTATIVE AGREEMENT

### ARTICLE 11, SECTION ONE - PERFORMANCE EVALUATION

**Section One.** A written performance evaluation will be conducted by a designee from management who is familiar with the employee's work. In the event that an employee has had more than one supervisor during the rating year, if the prior supervisor(s) have supervised the employee for more than six months he/she shall have input and provide feedback to the current supervisor for purposes of developing the evaluation. However, such impact shall be limited to the period during which the prior supervisor supervised the employee. When an employee is rated "unsatisfactory," the rating supervisor shall state reasons, and if practicable, suggestions for improvement. Agencies are encouraged to implement remedial plans that identify performance deficiencies following less than good or unsatisfactory ratings. The use of remedial plans shall not interfere with agreed upon guidelines relating to the PSPES process. All unsatisfactory evaluations must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report. For the purpose of deciding eligibility for an annual pay increment, an unsatisfactory evaluation filed by the May 15<sup>th</sup> prior to the increase date, shall be considered in any denial of such increment.

FOR THE P3A



Daniel E Livingston      Date 12/6/2021

FOR THE STATE



Date 12/7/2021

## **TENTATIVE AGREEMENT – P-3A**

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

**Section One. Definition. Grievance.** A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision 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; (d) the controlling contract provision;  
(e) the remedy or relief sought.

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.

**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 an individual employee or group of employees elect(s) to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but 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.

**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 informal resolution of all disputes and to avoid the formal procedures.

**Section Five.** A grievance shall be deemed waived unless submitted at Step 1 within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

#### **Section Six. The Grievance Procedure.**

**Step I.** A grievance may be submitted within the thirty (30) day period specified in Section Five to the employee's first management supervisor in the chain of command (e.g., Bureau Chief) who is outside the bargaining unit. Such supervisor 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 ten (10) 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 employees and a written response issued within five (5) days thereafter.

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

thirty (30) days of receipt of the grievance and issue a written response within ten (10) days of the conference. Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

Step IV. Arbitration. Within ten (10) working days after the State's answer is due at Step III or if no meeting is held within thirty (30) days, within ten (10) 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, except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days. The party requesting arbitration shall forward the submission to the other party, in writing, by certified mail, return receipt requested.

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 B to the agreement will replace the third step of the grievance procedure, and the arbitration scheduling provisions of Article 15. The union may invoke arbitration following step 2.

**Section Seven.** For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement 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 the grievance within the time specified, the grievance may be processed to the next highest 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 assents to the last attempted resolution by failing timely to appeal such decision, or by accepting said decision in writing.

**Section Nine. Arbitration.** (a) The parties shall establish a panel of arbitrators. Normally, arbitrators shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. 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 by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability.

(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, the parties shall request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall 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.

(c) The arbitrator or arbitration panel shall be limited to the application of the provisions of this Agreement, 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 retroactively for more than thirty (30) calendar days prior to the date the grievance was submitted at Step One.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Section 52-418, provided however, 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 arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.


**Section Ten.** 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) dismissal of non-tenured employees except as specified in Article 13;
- (c) the decision to lay off, or non-disciplinary termination of employees, provided that the employer shall provide the Union, upon request, supportive data regarding the decision to lay off;
- (d) compliance with health and safety standards covered by Connecticut OSHA;
- (e) selection of interviewees for job vacancies;
- (f) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- (g) those inherent management rights not restricted by a specific provision of this Agreement.

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

**For the State:**

**For the Union (P-3A):**

 3.14.2022  
Date

  
Date 3.12.22

## TENTATIVE AGREEMENT P3A

### ARTICLE 24 - LEGISLATIVE ACTION

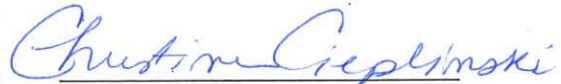
The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to or as otherwise provided by Conn. Gen. Stat. Section 5-278. The State employer shall request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

FOR P3A

FOR THE STATE



Daniel E Livingston    Date 12/6/2021



Date 12/7/2021

TENTATIVE AGREEMENT – P3A

Article 25 -- Transfers

Section Four. Bureau of Education and Services for the Blind Employees who are currently shall be eligible for to select a “home offices” duty station option. will continue for the term of this Agreement and any benefit Current practice related to the rules and procedures of the home office duty station option shall continue. If the Bureau of Education and Services for the Blind establishes regional offices during the term of the contract, the Union and Employer shall meet and discuss modifications to the existing “home office” practice. If there is a mutual agreement between the parties after such discussions, modifications to the “home office” practice may be implemented during the term of the contract.

For the State

  
Date 3.11.2022

For the P3A Union

  
Date 3.11.2022



## TENTATIVE AGREEMENT – P3A

### ARTICLE 27 - 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 with the pay period that includes July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

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

##### (c) Pay Plan Adjustment:

Effective in the pay period that includes July 1, 2022, there shall be an additional ~~tenth~~-step added to the existing pay plans for this unit that has an standard increment ~~value of 2.5%.~~

~~a) Except as provided below, there shall be no general wage increase paid to any P-3A bargaining unit employee for the 2016-2017 and the 2017-2018 contract years.~~

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

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

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

~~The agreement shall reopen, effective July 1, 2019, solely to allow resolution of any demand the Union may make for a restructuring of salary, increment, or pay structure, consistent with the "Framework for Job Security concerning Wages and Other Matters" attached to the 2017 SEBAC Agreement. That framework allows changes in the distribution of GWI and Increment to reflect restructuring that may occur, but does not allow the Union to bargain to increase total compensation. The Union may effectuate the reopener by informing the State, in writing, on or before January 1, 2018, of its desire to do so.~~

## **Section Two.**

### **(a) Annual Increments**

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

### **(b) 4<sup>th</sup> Year Wage Reopener (FY25) – GWI AND AI:**

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 19 (Compensation), Section 1(b), (General Wage Increase), Section 5(b) (degree stipends) and Section 8(a), (Annual Increment) only. All other provisions shall remain in full force and effect.

~~Employees will be eligible for and receive annual increments during the term of this contract in accordance with existing practice.~~

~~Notwithstanding the prior provision:~~

- ~~• There will be no annual increments made for contract years 2016-2017 and 2017-2018.~~
- ~~• Effective July 1, 2018, P-3A bargaining unit employees shall receive a one-time two 31 thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.~~
- ~~• The one-time payment shall be paid in July 2018.~~
- ~~• Effective July 1, 2019, P-3A bargaining unit employees shall receive annual increments.~~
- ~~• Effective July 1, 2020, P-3A bargaining unit employees shall receive annual increments.~~



**Section Three.** Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1979 shall remain unchanged in dollar amounts for the life of the Agreement and is appended hereto.

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

~~a. July 1, 2016 — June 30, 2017 longevity shall be paid on time.~~

~~b. July 1, 2017 — June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.~~

~~c. July 1, 2018 — June 30, 2019, longevity shall be paid on time.~~

~~d. July 1, 2019 — June 30, 2020 longevity shall be paid on time. e. July 1, 2020 — June 30, 2021 longevity shall be paid on time.~~

#### **Section Four. Travel Reimbursement**

During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates unless reimbursement amounts under the Standard State Travel Regulations are increased; in that event, reimbursement shall be increased to and remain constant with the Standard State Travel Regulations:

Effective 7-1-2009

Breakfast \$10

Lunch \$14

Dinner \$25

Plus all taxes plus 15% of meal maximum gratuity.

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

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.

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

Employees required to utilize a personal vehicle for State business for fifty (50) percent of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily



vehicle use fee of \$4.50 for each day of required usage which shall be in addition to the mileage reimbursement described above.

**Section Five. Stipends.**

(a) Unit Coordinators shall receive an annual stipend of Fifteen Hundred Dollars (\$1,500.)

(b) Effective July 1, 2022, bargaining unit members who possess a Ph.D., J.D., or Ed.D. shall receive an annual lump sum payment of one thousand (\$1,000) dollars. This payment shall be issued on or about October of each contract year. Effective July 1, 2023, this stipend shall increase to two thousand (\$2,000) dollars.

**Section Six.** When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefor. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and the employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six months shall refund the Employer at the rate of \$5.00 per pay period over six months.) The Employer shall 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 above refund procedure until the appeal is finally resolved through the grievance procedure.

**Section Seven.** The State will expeditiously notify the Union in writing of any proposed hiring of above Step 1. If requested by the Union after receipt of such notice, the State shall meet with the Union to discuss the proposed hiring. Said meeting shall be scheduled to avoid delay in the hiring process. The parties recognize the need to keep confidential the fact that an individual may be leaving a former employer throughout this process.

**Section Eight.** During the term of this Agreement if the State wishes to provide additional compensation to certain classifications for purposes of recruitment and/or retention, the State and the Union will meet and discuss the proposed increase. If, after thirty (30) days of discussions, no agreement has been reached, the State may implement the additional compensation.

FOR THE UNION (P-3A)

FOR THE STATE:



Date 3.15.22



Date

## TENTATIVE AGREEMENT

### ARTICLE 28 - METHOD OF SALARY PAYMENT

**Section One. Worker's Compensation Coverage and Payments.** When an employee has become temporarily disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive Worker's 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 Worker's 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 Worker's Compensation payments up to but not beyond the regular salary.

**Section Two. Advanced Vacation Pay.** Upon written request to the agency, no later than three (3) 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 vacation period. Such advances shall be for the period of not less than one (1) pay week.

**Section Three.** ~~Regular paychecks will be available for distribution at the agency by 3:00 P.M. on alternate Thursdays.~~ Employees are encouraged to participate in direct deposit of their paychecks.

For the Union

For the State



Daniel E Livingston Date 12/6/2021



Date 12/7/2021

**TENTATIVE AGREEMENT P3A**

**ARTICLE 29 - GROUP HEALTH INSURANCE**

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

FOR P3A

FOR THE STATE



Daniel E Livingston      Date 12/6/2021



Date 12/7/2021



## **TENTATIVE AGREEMENT – P3A**

### **ARTICLE 34 - SICK LEAVE**

**Section One.** Each full-time employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per completed calendar month of service.

- (a) Such leave starts to accrue only on the first working day of the calendar month and is credited upon completion of the month.
- (b) No sick leave will accrue when an employee is on leave of absence without pay for an aggregate of more than five (5) working days.
- (c) Education Consultants (B.E.S.B.) (10 months) within DORS/BESB who work the equivalent of a 10 month year shall not accrue sick leave during the months of July and August.

**Section Two.** The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with Section 5-142 or 5-143 of the General Statutes, except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

**Section Three.** An eligible employee shall be granted sick leave:

- (a) for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;
- (b) in the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted. Immediate family means spouse, parent, siblings including step and half siblings, children including step children, and also any relative who is domiciled in the employee's household;
- (c) in the event of illness or injury to a member of the immediate family, provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor;
- (d) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than five (5) days of sick leave per calendar year shall be granted therefor.

**Section Four.** If an employee is sick while on annual vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

**Section Five.** A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

**Section Six.** An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

**Section Seven.** An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

**Section Eight.** All sick leave shall be recorded in the attendance records of the appointing authority. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. The records shall be subject to review by the Undersecretary for the Office of Labor Relations, and said records shall be available at reasonable times to the employee concerned.

**Section Nine.** Sick leave may be used in minimum increments of one (1) hour.

**Section Ten.** Sick leave shall accrue for the first twelve (12) months in which an employee is receiving Worker's Compensation benefits.

**Section Eleven.** A medical certificate may be required under the following circumstances:

- (a) sick leave of more than five (5) consecutive days;
- (b) a recurring problem with intermittent manifestations;
- (c) sick leave of more than two (2) days during any vacation leave;
- (d) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

**Section Twelve.** Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth 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 of sixty (60) days' pay.

**Section Thirteen.** Upon retirement all employees in the bargaining unit, including those covered under the Teachers 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.

**Section Fourteen. Sick Leave Bank.** Effective July 1, 1982 there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees who have completed the working test period. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor/Management sub-committee established to administer the program. Said committee

shall be comprised of four (4) designees, two (2) from the employer and two (2) from the Union, and shall have full authority to grant benefits and administer the program in accordance with the guidelines below or as mutually agreed to. Time off without loss of pay or benefits shall be granted to members of the subcommittee to attend meetings as necessary to administer the program.

- (a) Each employee not in the working test period shall contribute one (1) day from accrued sick leave to the sick leave bank. Each new employee, subsequent to completing his/her initial working test period shall contribute one (1) day. Days contributed shall not revert to employees if not used. The employer will contribute fifty (50) days to initially fund this sick leave bank.
- (b) Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.
- (c) To be eligible for allocations of sick days from the bank, an employee must meet the following conditions:
  - 1. Exhaustion of all sick leave and personal leave, and all but 4 weeks' vacation leave.
  - 2. The illness or injury is not covered by Worker's Compensation and/or such benefits have been exhausted.
  - 3. An acceptable medical certificate supporting the absence is on file. A new medical certificate may be required after 60 days.
  - 4. The bank is not depleted.
  - 5. Having completed the working test period.
- (d) Benefits under this Article shall accrue at the rate of eighty (80%) percent per day for each day of illness or injury commencing with the sixth day after exhaustion of leave or Worker's Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year, more than one hundred (100) days per year of illness, or if the fund is depleted. Employees may be required to submit new medical certificates after 60 days. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility (beyond five working days as provided in Section One b) or be eligible for holidays or other paid leave benefits. The subcommittee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.
- (e) Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.
- (f) If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.
- (g) The actions or non-actions of this sub-committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The subcommittee shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.
- (h) Each contract year, employees may voluntarily donate up to 10 days to the sick leave bank.

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

For the State:

  
Date 3.11.2022

For the Union (P-3A)

  
Date 3.11.22

## TENTATIVE AGREEMENT – P3A

### ARTICLE 35 - MISCELLANEOUS

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

**Section Two.** Except where varied in this Agreement, the employer will continue in force its written rules and regulations with reference to personal leave or other paid or unpaid leave of absence.

**Section Three.** 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 all applicable General Letters and Q-Items.

All statutory and regulatory references in this Agreement shall include any changes from time to time in any such statutes and/or regulations. Any changes made in the statutory and regulatory references shall not be deemed to diminish any right or benefit enjoyed by a bargaining unit employee as of June 30, 1990.

**Section Four. 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 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 or as a direct consequence of his/her official function, time spent shall be considered as time worked. If the appearance requires the employee’s presence beyond his/her normal workday, all time beyond the normal workday shall be compensated for in accordance with Article 18.

**Section Five. Military Leave.** The present military leave policy shall remain in force, except that paid leave for military call-ups shall be limited to emergencies.

**Section Six. Personal Leave.** In addition to annual vacation, each appointing authority shall grant to each full-time permanent employee in the State service three (3) days of personal leave of absence with pay in each calendar year. Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in a calendar year shall not be accumulated.

**Section Seven. Inclement Weather.** No member of the bargaining unit shall be required to travel under unsafe conditions. In the event an employee is late because of hazardous weather conditions, he/she shall not be charged for such lateness. The Union shall cooperate in the reasonable application of this Section. Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding inclement weather, which can be found in Appendix C.

For the State

For the Union

 3-11-2022

Date



Date 3.11.22



## **TENTATIVE AGREEMENT**

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### **MEMORANDUM OF UNDERSTANDING**

#### **REGARDING THE RESOLUTION OF GRIEVANCES**

(To replace the protocol -- Appendix B)

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

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

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

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

**FOR THE STATE:**

 3.14.2022  
Date

**FOR THE UNION:**

  
Date 3.14.22


## TENTATIVE AGREEMENT

### SIDE LETTER CONCERNING EDUCATIONAL CONSULTANT POSITION

#### DELETE:

This side letter will confirm that the Department of Administrative Services will be asked to review the Education Consultant position within the bargaining unit and such other positions within the Department of Education as DAS may deem relevant, to determine the appropriateness of creating and Educational Consultant 2 position. The process will begin with an informal meeting between the parties and DAS. At that meeting, a decision will be made as to a target date for completion of the review. DAS will report its findings to the parties following its completion.

For the Union



Daniel E Livingston Date 12/6/2021

For the State



Date 12/7/2021