

2017 A&R Contract Tentative Agreement Effective July 1, 2016 Expiring June 30, 2021

Durational and Temporary employees progress to permanency and can access ALL of our contract, including:

- Health and life insurance
- Pension credit
- Paid Holidays
- After 6 months, vacation, sick and personal leave retroactive to date of hire
- Access to military leave
- Start date retroactive to original hire date upon permanent appointment

To accomplish that, the following will be incorporated:

Temporary Employee: Position filled to temporarily replace an incumbent employee in a permanent position when the incumbent is on workers' compensation or other extended leave.

- Employees in temporary positions shall be transitioned into a durational or permanent position after one year.

Durational employee: Position filled for a specific term, exceeding that described as temporary, including a grant or specially funded program of a specific term.

- Employees in a durational position shall become permanent employee after six months, or the length of the working test period, whichever is longer. Employees must pass their working test period and the working test period may be extended up to an additional six months.

Maximum Vacation Accumulation Increased

Currently, the maximum amount of vacation time a member can accumulate is 480 hours. Under the new contract, this would increase to 560 hours. However, the maximum payout upon retirement would remain at 480 hours. While you won't be able to cash out with more hours, you will be able to bank more time for use later, thus pushing out your "use-it or lose-it" threshold.

To accomplish this, Article 18 Section Two would be modified as follows:

- For employees hired on and after July 1, 1977, the maximum accumulation shall be seventy (70) days, but the maximum payout upon leaving state service shall be 60 days

Delayed Openings of 11:00AM or later are guided by new language.

Article 16 Section 6 shall have a new paragraph:

In the instance of a Governor (or designee) delayed opening of 11:00AM or later, article 16 section 6 of the A&R contract shall not apply and employees shall be expected to arrive at the Governor (designee)

declared start time. In instances where an employee arrives after the Governor (designee) declared start time, said employee may opt to either make up the extended delay or charge said excess time to accrued leave. In all other regards, including delayed openings prior to 11:00 AM, Article 16 section 6 and prior MOU language shall control.

Shift closings – No need to charge leave accruals

Article 19, Section 3(b) and Article 19, Section 5 language changes will address the issue of “day off” versus “first shift” cancelations. Have you ever taken a vacation or PL day in anticipation of the big snowstorm (or been out sick during the snowstorm) only to become frustrated at being forced to actually charge the time, even though the State in its wisdom decided to close? Language changes to our contract will address this issue. If a shift or portion of a shift is cancelled, and you are on VAC/PL or sick leave, you will not be charged. Caveat: if you have pre-planned an entire week’s leave (M/F) you will not be able to receive this credit. For example, if you are in Bermuda the entire week, it is acknowledged that you were to be away from work, despite the closing. Enjoy your week at the beach while we ride out the storm. At least you will know that no one is unjustly getting charged leave time back home. This would be accomplished by replacing Article 18 Section 3(b) with the following:

- When a shift off (or any portion thereof) is granted by the act of the Governor (or his/her designee) an employee scheduled to charge vacation accruals or personal leave on that shift shall not be charged. However, this provision shall not apply in the event the employee had leave scheduled for the entire work week (e.g.: Monday – Friday).

And by modifying Article 19 Section 5 to read as follows:

- A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.
- Employees scheduled to be out sick shall not be charged a sick day if the state is closed by act of the Governor (or his/her designee) during that employee’s normal work shift (or any portion thereof). However, this provision shall not apply in the event the employee had leave scheduled for the entire work week (e.g.: Monday – Friday).

Essential employees will get comp time plus their regular pay for hours worked during state closings.

Article 16: add new section: **Essential Employees**

- When an employee is required to work despite the Governor (or his designee) ordering a closing of some or all of that employee’s normal shift, the following shall apply: In addition to any overtime involving the shift, the employee shall receive straight compensatory time, in addition to the employee’s regular pay, for the hours worked during the employee’s normal shift when the State has been ordered closed.

Top Step Bonus Converted to Wages

Tired of not getting your top step payment when the contract lapses? We know you are! We are too. We have an opportunity to end that, permanently. By modifying our contract language, future top step payments will no longer be in jeopardy – they will be paid each year you are employed at top step. Also, the new language is crafted such that the top step will be the starting point for calculating promotions. Believe it or not, when promoted from the top step to a new pay grade, the 2.5% value of the top step bonus is excluded from the calculation determining your new pay grade.

To accomplish these goals, Article 24 Section 2 would be modified to include the following:

- The Top Step Payment, once earned, shall be a continuing part of the employee's wages for all calculations thereafter, so long as the employee remains in that salary grade.

AWS: If you are on AWS and management requires you to attend meetings which impact your schedule:

Article 16 A Section One modifications will prevent what we refer to as "anti-flex" schedules. Anti-flex occurs when you are required by management to modify your AWS schedule without adequate notice.

1. You will earn comp time if required to attend meetings **outside** the standard workweek with less than ten days' notice. (*Standard workweek is Monday - Friday, 8:00-5:00*).

- This addresses a common experience of some members: management assigning meetings outside standard work hours with insufficient notice, yet requiring the member to modify, or "anti-flex" their schedule, in order to (unjustly) avoid comp time accruals.

2. You will be provided no less than ten days' notice if required to attend a meeting **within** the standard workweek if it requires you to modify your schedule.

- This also addresses "anti-flex" issues. Some members have been required to attend meetings during what would be their normal flex-time away from the worksite, then required to adjust their schedules within the pay period, again precluding comp time accruals.

Article 16 A One would be modified to incorporate the above concepts as follows:

- Employees on an AWS schedule may be required to attend meetings scheduled **outside** the standard workweek as defined in Article 16 with no less than ten days' notice. Employees not otherwise scheduled to work the required meeting time outside the standard workweek will be eligible for overtime/compensatory time as prescribed by this Agreement.
- Employees on an AWS schedule may be required to attend meetings scheduled **within** the standard workweek as defined in Article 16, provided they receive no less than 10 (ten) days' notice. Such timely notice will preclude overtime or compensatory time for such meetings. Employees shall adjust their schedule accordingly.

AWS: References to the Facilitator in Section Three *Reduction and/or Elimination* of programs are to be removed.

Currently, AWS program reduction institutional grievances are subject first to facilitation, which is non-binding. Then, if the issue is not resolved, the grievance may proceed to binding arbitration. Under the modification, grievances can immediately be brought before an arbitrator. The AWS Facilitator will still be available for grievances filed under Section Four Individual Options. To accommodate these changes, references to the Facilitator will be removed from Article 16 A Section Three and added to Section Four.

Family Funeral Leave to Include mother/father in-laws

Article 19 Section 3(b) would be modified to include mother/father in-laws as follows:

- 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, father, mother, sister, brother, mother-in-law, father-in-law, or child, and also any relative who is domiciled in the employee's household.

Funeral Leave expanded to include memorial services.

Article 19 Section Three (d) would be modified to include the words "or memorial services"

- for going to, attending, and returning from funerals or memorial services 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 three (3) days of sick leave per calendar year shall be granted therefore.

Bilingual Stipend – volunteer to interpret in a foreign language and you will be compensated.

Have you ever felt compelled by management to "volunteer" to provide bilingual services? Ever felt your professionalism went unappreciated? We are introducing a new contract provision to address such situations. Bilingual services will be volunteer based. If you volunteer, and management assigns you the duties, you will be compensated.

To accomplish this, a new section will be added to Article 24:

Contract language follows:

- Effective July 1, 2017, one thousand dollars to be paid quarterly at two hundred and fifty dollars (\$250) to be provided to anyone designated by management to interpret a foreign language (including sign language) on an assignment. Receipt of the quarterly payment will be dependent upon the actual necessary utilization during the quarter. Members performing such services shall be drawn from agency volunteer lists, which shall be maintained and updated twice a year.

Tuition Reimbursements paid retroactive to July 2016-June 2017

Article 24 Section six:

- Effective July 1, 2017, the State will allocate two hundred thousand dollars (\$200,000) to the tuition reimbursement fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.
- July 2018 - \$200,000
- July 2019 – \$225,000
- July 2020 – \$225,000

Safety Shoes

For the dozen or so of us who qualify for safety shoe cash, you can celebrate in 2019 & 2020.

Article 24 Section 9:

- July 1, 2016 \$100.
- July 1, 2017 \$100.
- July 1, 2018 \$100.

- July 1, 2019 \$110.
- July 1, 2020 \$110.

On-Call Pay increases.

Article 24 Section ten would be modified to reflect the following increases to on-call pay: Effective July 1, 2019 on-call pay increases from \$1.25/hr to \$1.50 and on-call holiday increases from \$2.00 to \$2.50.

Home Office Premium increases.

Article 24 Section 12 would be modified:

Home Office Premium increases to \$300 July 1, 2019. (Currently \$250)

Unjustly fired and rehired? Want your leave accruals back? Now you will have them.

Article 15 shall have a new section - **Grievance and Arbitration Remedies and Make Whole Procedures.**

- If an employee is reinstated following a termination, after having been paid out for his/her accrued leave, he/she may reinstate said banked leave, or any portion thereof, by offering repayment at the same cost at which it was paid out.

Arbitration: Timelier, less costly.

Article 15 Section 9 (a) to be modified by adding new sentence to end of first paragraph:

- For Arbitrator's selected to the panel after July 1, 2017 the arbitrator shall not have a cancellation period greater than 3 weeks.

Waived your right to Union representation? Changed your mind? Now you will be able to retract the waiver.

Article 4 Section four to be modified to include

- Any employee who has initially waived the right to union representation may retract such waiver, in writing, at any point during the grievance process.

Furlough Days

Article 24

- 11/24/17 8 hours
- 12/26/17 8 hours
- 12/27/17 8 hours

To satisfy agency operating needs, management can designate an employee to work on ONE of the above dates. Volunteers shall be solicited for this purpose. Seniority prevails if need be. In exchange an employee working one of the above days gets to select ONE day to substitute as a furlough day, within the fiscal year.

Contract language follows:

- During FY18, twenty four hours of furlough time will be charged evenly across the remaining pay periods of the fiscal year. The P-5 bargaining unit furlough days shall be 11/24/17, 12/26/17, 12/27/17. Part time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. Any employee whose schedule does not include a designated P-5 furlough day, will select another date within the fiscal year. Any employee who has already qualified for the day off on November 24 via the Holiday compensatory time provision may select another furlough day. An employee who is scheduled for more or less than eight hours on a furlough day will adjust their schedule for that pay period. Subject to agency operating needs, the appointing authority may designate an employee to work on one of the P-5 furlough days. In exchange, the employee shall select and substitute another day within the fiscal year. Management shall solicit volunteers to satisfy operating needs on these days. If no qualified volunteers are available, seniority shall be the controlling factor. The value of 3 furlough days (or pro rata) will be evenly charged across all remaining pay periods in FY18. In exchange for the reduction in pay, bargaining units shall take three (3) days off without the additional loss of compensation, as a day in lieu of a voluntary schedule reduction day. It is further understood and agreed that any Employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

Professional Development Fund payments retroactive to July 2016-June 2017

Article 24 Section six:

- Effective July 1, 2017, the State will allocate \$120,000 to the Professional Development fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.
- July 2018 - \$120,000
- July 2019 – \$125,000
- July 2020 – \$125,000
- Annual maximum increased to \$600 was \$500.
- Members will now be able to combine the annual entitlement once in any two (2) year period, allowing the use of up to \$1,200 in a single year.

Lawyer CLE Requirements: Costs and Time to be covered by contract

Article 31, New Section CLE Coverage

Contract language follows:

- For employees in job titles requiring that such employees be admitted to practice law in the State of Connecticut, attendance at, participation in, and travel to Continuing Legal Education courses approved for Connecticut credit shall be considered accepted uses of Professional Leave, pursuant to Section Five of this article, and Professional Development Funds, pursuant to Section Seven of this article. Membership dues in any single state, county, or local bar association providing such Continuing Legal Education courses shall be an accepted use of Professional Development Funds pursuant to Section Seven of this article. Such on-line CLEs shall be considered an acceptable use of State systems on Professional Development time.

Nothing in this section shall modify the maximum per employee allotment of funds or leave days provided in Sections Five or Seven of this article.

Safety – Consecutive Hours Limitation – Protecting Members

Article 33: Safety new section

Contract language follows:

- An employee may not work more than eighteen (18) consecutive hours in a 24 hour period unless a special exception is made by the Agency head (or Designee), or under a declaration of State of Emergency made by the Governor.

Military Leave increased; tied to prevailing State/Federal law

Article 38: Miscellaneous, Section Six

Contract language follows:

- A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to seven (7) days of military leave for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes. Other requests for military leave may be approved without pay. Nothing in this article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation. To the extent that State or Federal law provides a greater military leave benefit for employees than the above rights, State or Federal law, as amended from time to time, shall prevail.

Telecommuting

Collective bargaining has given us the opportunity to demonstrate that telecommuting can be successfully implemented.

Contract language follows:

- The Office of Labor Relations and the Union shall form a Labor Management Committee to negotiate the implementation of Telecommuting for A&R members no later than October 1, 2017.

Out of State Travel Time Benefits Restored at DRS

Article 16 Section Five (f) will again be applicable to DRS employees. This means you are to be compensated for all time when traveling out of state, portal to portal: "Employees assigned to work out of state as part of a regular work assignment, shall be compensated for the actual time spent in such travel". The 30 minutes referenced in Article Two (a) shall not apply. This is accomplished with the following language:

- Stipulated Agreement Between A&R and DRS resulting from A&R grievance #00.078 Item 6: substitute entire language: In accordance with Article 16 Section 5 (f), any policies or procedures within this stipulated agreement shall be subordinate to this provision of the contract.

MOU VIII: For enumeration paragraph #1: strike all language prior to “An employee scheduled in advance to work...”

For enumerated paragraph #7 updated to reflect “expires coterminous with the contract”

MOU X Paragraph #2: change the notification date from September 1 to March 31.

MOU XIII (add new) - Lateral Displacements in Trainee Classes.

Agreement Regarding Days and Occasions will remain. May be replaced with new MOU XIV as resolution of A&R Institutional Grievance OLR No. 16-4701/A&R No. 12.046

All other MOUs and Side Letters continued unless agreed otherwise.

Incorporated Relevant Tuition Reimbursement and Professional Development Fund language from SEBAC.

Funds and other payments - All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc., shall remain in place and continue in the same amounts presently in the respective collective bargaining agreement, except to the extent otherwise called for in the collective bargaining agreements. As the FY 2016-17 year has or will shortly pass, those units which not receive funds for that year shall receive *Yi* the normal amount for that year, plus any additional amount needed to pay off obligations for that fiscal year without reducing the funds available in the subsequent fiscal year. Unexpended fund amounts shall roll over year to year. Any unexpended funds shall lapse or shall not lapse as of June 30, 2021, in accordance with whatever rules are set forth or practices determined in local agreements.

Incorporate relevant wage agreement from SEBAC

The State and SEBAC recognize that wages and other matters are negotiated on a bargaining unit basis by the union designated as the exclusive bargaining representative for that unit.

However, the State and SEBAC have agreed that the following parameters shall apply to all units seeking the job security protections of the SEBAC 2017 Agreement.

I. The following parameters shall apply to wage agreements through June 30, 2021:

a. Wage increases for FY 2016-17 and FY 2017-18 - Except as provided below, no state employee who is represented by a bargaining unit that is part of SEBAC will receive any increase in salary or payments for either of the next two fiscal years deriving from a General Wage, step increase, annual increment, payment for individuals who were at their top step as a bonus, for the above two fiscal 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. Payments for the FY 2018-19 Fiscal Year. There shall \$2000 one-time payment to all employees, or top step lump sum plus \$1000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payments shall paid in July of 2018. The top step lump paid shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.

c. Wage increases for FY 2019-20 and FY 2020-21- Provide a three and one half percent (3.5%) increase plus step increases, annual increments or their equivalent in those units that have them as part of their collective bargaining agreement. Local parties are not prevented from using part of the GWI for restructuring payments to employees. Non-increment units will receive additional payments in accordance with the parties' usual practice.

Other Items Addressed:

Tax Attorney Impact Bargaining to begin October 1, 2017.

The parties shall submit names to fill Arbitrator Panel no later than October 1, 2017

Review Comparability Table

2 Side Agreements for specific individuals and their circumstances.

Should reach specific clarifying agreement:

Art 24, Sec 6, third paragraph (replace existing third paragraph or by side letter)

The state will honor reimbursement claims submitted by employees for contract years 2015-2016 and 2016-2017, if such claims meet the contractual standards, and to the extent that the aggregate of such claims shall not exceed the permissible limitations. Including funds OLR reported as represented as handled by lump sum payment for claims from 2015-2016.