

TA's Awaiting Signature P-3B

Article 10, Section 3 is deleted, and paragraph 4 renumbered accordingly

Article 13, 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.

Article 15, Section 12 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 – Protocol

Unless the parties agree to the contrary for a particular case, the Arbitration Protocol set forth as Appendix [X] 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.

#### Global Tentative Agreement

The Union accepts the State's proposal to change title from "Director of" to "Undersecretary for" the Office of Labor Relations wherever it appears in the Agreement, and to replace the Department of Mental Retardation (or its initials) with the Department of Developmental Services (or its initials) where that appears in the agreements. The parties will make other appropriate department or unit title changes prior to printing the agreement.

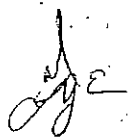
Article 18, Section Five. Employees within the bargaining unit who perform instructional services for clients shall be entitled to one hundred fifty (150) minutes of preparation time per week. A preparation period will be defined as a daily period of time in which employees who perform instructional 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.

Article 18, Section 10

- (a) In the event a bargaining unit employee is required by management or necessitated by their job duties 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.

Article 29, Section 3

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 to the employee's or clients' physical well-being.

#### Article 31

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 nonessential personnel, except in those situations where an emergency exists.

#### Article 35, Sec. 1

**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.

#### Article 36, Sec. 4

**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 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.

#### Article 36, Sec. 7(b)

(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, a n d official work station and mileage shall apply.

#### Article 37, Sec. 5 (rest of section unchanged)

**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 h-bumping rights.

#### Article 37, Sec. 8

~~Section Eight. (a) During the life of this Agreement,~~ 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.

~~(3) Sunset Clause. The provisions of this Section Eight expire automatically upon termination of this Agreement. Either party may renegotiate for the inclusion of this ion or any modification thereof in any successor agreement.~~

#### Article 40, Sec. 3

(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, ~~civil union partner as provided in Public Act 2005-10, domestic partner~~ and also any relative who is domiciled in the employee's household. ~~For the purposes of this section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.~~

(d) In the event of ~~critical illness or severe~~ injury of a member of the immediate family who requires the attendance of the employee, provided that not more than ~~five (5)~~ ten (10) days of sick leave per calendar year shall be granted therefor.

**Article 40, Sec. 6 (only final paragraph changed).**

For purposes of calculating the employee's daily rate when determining the ~~amount~~ **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 one and two hundred seventeenths (1/217ths) of the employee's annual salary.

**Article 44, Section 2**

**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 ~~five (5)~~ 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.

**Article 51, Sec. 3**

**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 ~~he~~ **be** covered by the terms of this Agreement. A request to work part-time will not be unreasonably denied by the Employer.

**Article 55, Sec. 8 (end of section)**

The following stray language is deleted: ~~one (1) agency personnel administrator or officer, both of whom shall be selected by the Director of the Office of Labor Relations, and one (1) designee of the Union. Disputes under this Section shall, not be subject to the grievance and arbitration provisions of this Agreement.~~

Article 55, Sec. 10 e

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

**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~~ 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.

**[New Contract Language]:**

The parties acknowledge that DAS has changed or is in the process of changing the job description for Developmental Services Adult Services Supervisor so that it will create an appropriate career ladder opportunity for Developmental Services Adult Services Instructor. The Department of Administrative services 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 progress of their review.

**Non-lapsing Funds**

[NEW] 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.

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- I. The appropriate sections of the Collective Bargaining Agreement shall be modified to reflect the following agreement.
  - 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 be a \$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 be paid in July of 2018. The top step lump sum 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 2019-2020 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.
- II. **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, the funds shall receive any amount needed to pay off obligations for that fiscal year without reducing the funds available in the subsequent fiscal year. Unexpended fund amounts 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.

- III. **Longevity** – The only change with respect to longevity is that the April 2018 longevity payment will be made in July 2018.
- IV. **Furlough Days** -- There shall be three furlough days in FY 17-18. These shall be handled for pension purposes under the Voluntary Schedule Reduction Program. See language in back.
- V. **Job Security** – Employees shall be covered by **Job Security for Office of Labor Relations -Covered Units** as set forth in the 2017 SEBAC Agreement.

**Article 19, Sec. 13 (a)**

**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.

**Article 24, Section 1(b)**

(b) (i) There shall be seventy five thousand (\$75,000) dollars appropriated in each year of the contract for the purpose of tuition reimbursement. Effective 7/1/19, that amount shall be ninety thousand dollars (\$90,000), effective 7/1/20, ninety-five thousand dollars (\$95,000). Funds which are unexpended in one fiscal year shall carry over into the next fiscal year and provided however that the tuition reimbursement fund will not expire on expiration of this Agreement. The previous sentence, notwithstanding, applications for tuition reimbursement which are submitted

and approved within the final six (6) months of this Agreement may be paid, with the remaining available funds, up to three (3) months following expiration of this Agreement.

Article 28, Sec.

- (a) 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.

New Article:

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 a 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.

Unpaid 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.



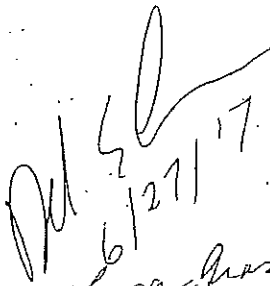
If an employee leave state employment prior to June 30, 2018, any furlough time taken in excess of the amount covered by the annualized deductions will be charged against any remaining vacation accruals at the time of separation. Should there be insufficient vacation time to cover the overuse of the 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.

#### Reopener Per Framework

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.

  
6/27/17  
Lisa Gross Egat  
6/27/17

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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:

- (a) Layoff - stewards shall be the last employees laid off in their agency.
- (b) Union Officers shall enjoy the benefits of super seniority as described above.

*Lisa Jones*  
6/27/17

*M. S. J.*  
6/28/17

11.3 Add to management language: provided that only the agency expectation, and the date it was conveyed may be provided to the arbitrator, not the underlying derogatory materials.

12.1 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 no 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

13.2 Delete:

~~Employees in the Department of Correction who are not subject to the twelve month working test period shall instead have a working test period of seven weeks for the period at the training center and then six months working at the facility, but the failure to commence training on the first day of employment shall not extend the length of the working test period beyond a total of six months and seven weeks.~~

Replace with: 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.

{with prior partial TA, this would resolve proposals on 13.2 and 13.3}

14.2

~~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 March 1st the end of the school year or for non school year based employees, ninety (90) days prior to the anniversary date of hire, for bargaining unit employees in the Bureau of Rehabilitation Services and the Board of Education—Services for the Blind, that such contract will not be renewed for the following year. 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.~~

20.1

**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 return date for employees may be

established up to one week earlier than September 1 prior to the official commencement of the teaching year to meet program needs.

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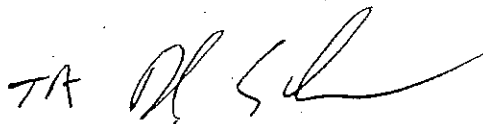
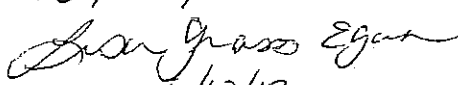
The matter of the school calendar for each contract year shall be a matter of discussion between bargaining unit members and appropriate school administrators. The school administrators will meet with CSEA-designated bargaining unit members of the faculty prior to the conclusion of the school year and 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. ~~but~~ 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 ~~h~~ be at variance with the facility school calendar in order to meet program needs.

40.8 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 ~~sixty (60)~~ 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.

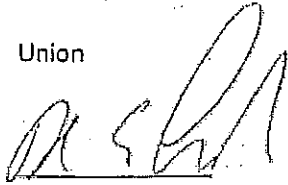
MOUs and Side letters: Prior to the ratification of this agreement, the parties will in good faith endeavor to provide to each other copies of MOU's or side letters that they believe continue to have operative effect. Inadvertent failure by either party to provide such a document shall not be deemed to affect its continued validity.

TA   
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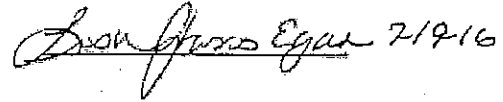
Tentative Agreement as to Article 8

All proposals by both sides are withdrawn, except: (1) Convention time of 175 hours added (per current unofficial practice). (2) UBL increased by 250 hours. (3) Management proposal regarding coding of Union Time will be included.

Union

A handwritten signature in black ink, appearing to be a stylized name, possibly "M. S. H.", written over a horizontal line.

State

A handwritten signature in black ink, reading "Leon James Egan 7/9/16", written over a horizontal line.

## Arbitration Protocol

1. The parties will meet monthly to discuss all grievances on which arbitration is demanded. The purposes of such meeting, are: (a) To categorize grievances in accordance with this agreement; (b) to schedule grievances for hearing dates in accordance to this agreement; and (c) to resolve matters that can be resolved. Participants in the meeting will be chosen by the parties to maximize the likelihood of achieving the purposes of the meeting.
2. Using the panel of arbitrators set forth in the CBA, the parties will schedule at least eight (8) dates per year on a rolling basis at least 90 days in advance. The intention is to use all those dates if possible unless no matters are pending. The further intention of the processes set forth in this agreement is to eliminate if possible, and if not to minimize, the number of paid arbitration days which are not used by the parties as a result of settlements occurring within the cancellation penalty period.
3. All things being equal, the parties will schedule matters for hearing in the order in which arbitration is demanded. However, the parties recognize that all things will often not be equal. For that reason, some matters are assigned categorical priority as set forth below. In addition, each party may choose up to three (3) matters per year to be given prime or expedited priority regardless of their category or nature. Finally, certain matters will be assigned to the "fill-in" category at the parties' monthly meeting. The priorities are from lowest to highest:
  - a. Matters in which there is no alleged ongoing harm to either party, and which can be prepared for hearing with little advance notice. {Example: A layoff alleged to be out of order, member already recalled, few facts in dispute} These matters will be assigned by the parties to the "fill-in list" which will be used to cover arbitration dates available from late settlements, or because there are no higher priority matters.
  - b. Matters in which there is no alleged ongoing harm to either party, but which cannot be prepared for hearing with little advance notice. {Example: A layoff alleged to be out of order, member already recalled, numerous facts in dispute; or discipline short of discharge}
  - c. Matters in which there is alleged ongoing harm to either party. {Examples: Discharge cases, contract interpretation cases with ongoing alleged violations}
  - d. Matters which either party has assigned high priority status (limit of 3 per party per contract year).
4. At the time of assignment of category, the parties will endeavor to be familiar enough with the facts of the matter and with the strengths and weaknesses of their position to have productive settlement discussions. (The parties recognize that some cases may require additional preparation for such discussions, and they may need to revisit such discussions at a later regular meeting).

*Susan Grassman*

*Del...*