

ARTICLE 1--Recognition

Proposed TA:

ARTICLE 1 - RECOGNITION

Section One. The State of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive representative, for the purposes of collective bargaining, of the State employees whose job titles are included within the Unit of Education Administrators by the Connecticut State Board of Labor Relations in Case No. SE-3342. Where the parties have intended language to apply to one or more, but not all, agencies subject to this agreement they have specifically so indicated in the agreement.

Section Two. This Agreement shall pertain only to those employees whose job titles are included in the Education Administrators Unit and shall not apply to non-permanent employees appointed to nonpermanent positions on a temporary, durational or emergency basis not to exceed six (6) months.

ARTICLE 2 - ENTIRE AGREEMENT

This Agreement, upon Legislative approval pursuant to or as otherwise provided by Connecticut General Statutes, Section 5-278, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement. With the exception of pending claims between the parties prior to June 30, 2009, this Agreement concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

5-11-06
The parties agree, however, that the duty to bargain to the extent required by law over the decision to terminate or amend regulations, general letters, administrative directives, and agency rules or orders, reduced to writing and uniformly applied to employees since July 1, 1979, which are herein incorporated by reference, shall be neither waived nor diminished except as indicated otherwise herein. 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.

Lisa J. Goss, Esq.
4/7/17

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4/7/17

ARTICLE 5 - UNION RIGHTS

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

Section Two. There shall be ~~eight (8)~~ ^{ten (10)} ~~twelve (12)~~ stewards for the State Department of Education, and one (1) steward each for the Department of Rehabilitation Services, Bureau of Education and Services for the Blind, and the Department of Social Services ~~Bureau of Rehabilitation Services, and the Office of Early Childhood~~ and one ~~(1)~~ ^{three (3)} at-large stewards. On an annual basis, the Union will furnish State employer with the current list of stewards designated to represent any segment of the employees covered by this Agreement, specifying the jurisdiction of each steward. The Union will notify the State employer regarding any changes. 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.

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, 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. The stewards will request and obtain permission, which will not be unreasonably denied, from their managerial supervisors when they desire to leave their work assignments to carry out their duties in connection with this Agreement. When contacting an employee, the steward will first report to the employee's managerial supervisor and will request and obtain permission, which will not be unreasonably denied. If the immediate managerial supervisor is unavailable, permission will be requested and obtained and not be unreasonably denied from the next level of supervision. Stewards thus engaged will report back to their job and will suffer no loss of pay or other benefits as a result thereof. The Union will cooperate in preventing abuse of this Section.

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

Section Six. 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.

Section Seven. Not more than one (1) employee elected to the office of CSEA Delegate to the Executive Council with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted, subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position relatively equal to the former position in pay, benefits and duties, at the rates in force at the time of return from such leave.

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.

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4/7/17

Don Grass Ego
4/7/17

Section Nine. A bank of up to ~~two hundred seventy five (275)~~ four hundred (400) hours for each year of the contract shall be granted for Steward Training, Union Conventions or Union Business, and new employee orientation. When this bank of hours is depleted, additional time may be granted by the employer for union business. The Union will request such time from the employer in writing, whenever possible at least two (2) weeks prior to the utilization of said hours, including the names of the employees and the time required. Up to ten (10) percent of the annual hours may be carried over into a succeeding contract year but all leave excesses shall expire on the final date of this Agreement.

Section Ten. Neither party shall discriminate against or harass an employee for membership or nonmembership in the Union or lawful activity of Union stewards on behalf of the Union.

Section Eleven. The Union may request the use of State facilities 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. Coding of Union Time. Employees shall code their time spent conducting Union business as follows:

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

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Don Grady Ego
4/7/17

ARTICLE 5

(Sections 1-8 subject of previously signed TA)

Section Nine. A bank of up to ~~two hundred-seventy-five (275)~~ Four Hundred (400) hours for each year of the contract shall be granted for Steward Training, Union Conventions or Union Business, and new employee orientation. When this bank of hours is depleted, additional time may be granted by the employer for union business. The Union will request such time from the employer in writing, whenever possible at least two (2) weeks prior to the utilization of said hours, including the names of the employees and the time required. Up to ten (10) percent of the annual hours may be carried over into a succeeding contract year but all leave excesses shall expire on the final date of this Agreement.

Section Ten. Neither party shall discriminate against or harass an employee for membership or non-membership in the Union or lawful activity of Union stewards on behalf of the Union.

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Don Jones *Egan*
6/9/17
HSL
6/9/17

ARTICLE 7 - EMPLOYEE BILL OF RIGHTS

Section One. Both management and unit employees shall promote a harmonious and democratic atmosphere of respect and dignity. Neither party shall participate in behavior which in any way damages that atmosphere.

Section Two. An employee shall be entitled to Union representation at each step of the grievance procedure.

Section Three. No record of complaint against any employee shall be kept in an employee's personnel file unless such record includes identification of the complainant.

~~Section Four. No employee shall be compelled to offer evidence under oath against himself/herself in any disciplinary action. Testimony by the employee in his/her own behalf shall constitute waiver of this protection.~~

Section Five. Working conditions shall reflect a respect for the professional role of the employees.

ARTICLE 11 - 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. 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 15th prior to the increase date, shall be considered in any denial of such increment.

Section Two-Five (unchanged).

Age del New Section. JOINT COMMITTEE TO REVISE SECTIONS 4 & 5 OF ARTICLE 11. This Agreement shall reopen effective July 1, 2018 with respect to the promotion review system guidelines set forth in Section 4 of this Article, and with respect to all of Section 5 of Article 11. For this purpose the parties shall immediately appoint a joint committee of equal numbers of union members and managers to seek a common solution to improving the fairness, accuracy and reliability of the merit evaluation and promotion systems. If no such joint solution is agreed to on or before
Age del October 1, 2017, the parties shall commence formal bargaining of those provisions. At the commencement of formal bargaining, the parties shall also seek joint appointment of an interest arbitrator, and if no such arbitrator is selected by November 1, 2017, either party may apply to the Federal Mediation and Conciliation Service for the appointment of such arbitrator. The provisions of Article 11 shall remain in full force an effect unless and until changed by valid and approved mutual agreement, or arbitral award. No award may increase or decrease the amount specified in the agreement to fund Article 11. *del*

Don Grass Egue
4/7/17

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Article 13. Unchanged except for Section 4.

Section Four. Placement of an employee in the bargaining unit on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. In the event that the investigation cannot be concluded within the stated timeframe the Agency shall notify the Union in writing of the need for additional time, with an anticipated end date of said investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay. At the expiration of the thirty (30) day investigation period, the employee shall be either:

(1) charged with the appropriate violation;

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

(3) reinstated from leave.

Donna Egan
4/19/17

4/17/17

ARTICLE 16. All section unchanged except 4 and 5.

Section Four. Seniority shall be deemed broken by: (a) termination of employment caused by dismissal; (b) failure to report for five (5) working days without authorization; or (c) any other termination separation not in good standing.

Seniority credit for prior service will be given to any employee with permanent status who is reemployed within one (1) year after termination in good standing, including reemployment from retirement; or to an employee who is reemployed from a layoff reemployment list within three (3) years.

Notwithstanding the above, employees who had a break in service and were rehired prior to July 1, 1979 shall have their seniority restored for all service prior to the break.

Section Five. An employee's seniority shall accrue during the following periods: (a) military leave, (b) paid leave, (c) workers' compensation, (d) unpaid sick leave, maternity leave, leave for disability or family emergency due to illness, authorized leaves of absence or layoff of up to a maximum of nine (9) months or the length of employee's service whichever is less.

~~Employees who seek seniority credit for the periods of time described in (d) above must apply for such seniority between April 1, 1988 and September 30, 1988 and no claims for retroactive seniority credit submitted after that date will be considered.~~

~~Any increase in seniority credit which is granted for periods of time described in (d) above shall not affect longevity eligibility or vacation accrual or any other economic benefit under this contract which is based on years of service, but shall be included in the calculation of seniority for purposes of layoff and reemployment.~~

Leon Grass Egas
4/7/17

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ARTICLE 31 - VACATIONS

All Sections of Article 31 are unchanged except Section 2.

Section Two. No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Employees are urged, however, to schedule use of vacation leave to preclude build-up of accrued vacation. For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be ~~sixty (60)~~ seventy (70) days, but the maximum payout upon leaving state service shall be 60 days. Education Consultants within BESB who work the equivalent of a 10 month year shall not accrue vacation leave during the months of July and August.

Dea Gunn Egge
4/7/17

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4/7/17

Article 32 – All sections unchanged except for Section 3

Section Three. The parties agree to be bound by C.G.S. 5-248a and its appurtenant regulations and any amendments thereto. An employee who is granted a statutory nondisability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

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

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4/7/17

Lisa Grass Egan
4/7/17

ARTICLE 34 - SICK LEAVE

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, husband, wife, parent, father, mother, siblings including step and half siblings, sister, brother, children including step children, child, or domestic partner and also any relative who is domiciled in the employee's household. For purposes of this Section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement;

(c) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five (5) ten (10) days of sick leave per calendar year shall be granted therefore;

(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.

(e) if and when changes are made to 5-248a of the General Statutes to allow the use of paid leave without extending the entitlement to unpaid leaves, to care for an immediate family member 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 agency absence control policy.

Lisa Gross, Esq.
4/7/17

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Pending

Article 34

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 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.

Shirley Egan
M. Egan

- (c) ~~An employee who has been granted some portion of the sick leave bank, and who returns to work full-time, shall re-pay the bank at the rate of twenty (20%) percent of his/her unused accrued sick leave at the end of each calendar year.~~
- (h) 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.
- (i) Each contract year, employees may voluntarily donate up to 10 days to the sick leave bank.

Article 14

Section Seven. (a) ~~During the life of this Agreement No full-time permanent employees 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.

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

P-3A

Article 18, Section Three. (a) An employee who is requested or required by management or necessitated by their job duties to work beyond his/her regularly scheduled workday or workweek shall be granted compensatory time off. 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. In no event shall such time be the basis for additional compensation.

40 Hour Workweek

1. Each Agency shall use its best efforts to offer the opportunity for hours upgrades to interested employees. To assist in making decisions under this section, each Agency shall maintain a volunteer list of employees seeking additional hours as part of their regular assignment. Employees may add themselves, or remove themselves, from such list semi-annually. No grievance may be filed under this provision except by the Union.
2. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek.
3. The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a schedule over thirty-five (35) hours, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Director of Labor Relations and

the Executive Director of the Union. This shall not be deemed mid-term bargaining for purposes of interest arbitration.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Section 1: [unchanged]

Section Two. The identification of professional development needs shall be jointly determined by management and employees. Management shall select appropriate activities to meet those needs.

Section Three. [unchanged]

Section Four. (a) The State recognizes that benefits accrue both to the State and the employee through attendance at conferences and seminars and that all employees should have the right to participate in conferences and seminars.

~~The denial by the Bureau Chief or Division Director of a request initiated by a Department of Education employee to participate in conferences, seminars or other professional development activities shall be reviewed by the appropriate Deputy Commissioner.~~

~~The denial by the Bureau Chief of a request initiated by a Board of Education and Services for the Blind employee to participate in conferences, seminars or other professional development activities shall be reviewed by the agency Executive Director.~~

The employer recognizes its responsibility to provide relevant training for each employee, continue on-the-job training, professional development and the need for its employees to keep abreast of advancements in the various fields related to employment in this unit. To the extent that such responsibility is appropriately charged fully to a grant source, the employer shall use its best efforts to expedite and accommodate requests for travel and other costs related to training and professional development. Requests by bargaining unit members which cannot be so accommodated shall be handled through the process in subsection (c) below. State authorized attendance at conferences and seminars shall be at State expense except to the extent appropriately charged to a third party.

(b) The State employer shall make payment to unit members for authorized expenses related to approved travel. All unit members shall be granted a prior draw to be equivalent to all authorized expenses of a minimum of fifty dollars (\$50). Management may withhold prior draw privileges for the next travel authorization from any employee who has, without good reason acceptable to management, failed to comply with prior draw policies. The professional growth and training of employees shall be considered along with budget and staffing when determining the number of employees to be permitted to attend a particular conference or seminar.

(C) (New). A Joint Professional Development Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional development activities. The Committee shall be comprised of two (2) representatives from each the State and Union. A request by the employee to use this fund for tuition reimbursement expenses as described in Section 5 of this provision shall be handled in accordance with Section 5. This fund shall be used only for defraying costs for employee-initiated activities and shall not diminish the Employer's obligation to defray expenses for employer initiated activities.

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

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action. Approval of professional development opportunities by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall immediately forward the request to the Comptroller.

There shall be fifteen thousand dollars (\$15,000) appropriated to the fund in each of the FY 18 and 19 contract years, which reflects the identical reduction in Tuition Reimbursement Fund appropriation for those years. There shall be fifteen thousand dollars (\$15,000) appropriated to the fund in the FY 20 contract year. That amount shall be increased to twenty-one thousand dollars (\$21,000) in FY 21. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s).

Each eligible employee shall be entitled to a maximum of four thousand five hundred dollars (\$4500) reimbursement per the contract duration toward the cost of fees, materials, travel, food, and/or lodging related to professional development. Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

Section Five. Tuition Reimbursement. (a) The State shall allocate Forty Thousand dollars (\$40,000) in each year of the agreement to provide full reimbursement for tuition and fees to eligible employees. For FY 18 and 19 only, that amount shall be reduced to \$25,000, and the remaining \$15,000 for each of those two years shall be appropriated for use by the Joint Professional Development Committee in Section 4. Criteria for course approval set forth in the State's existing tuition reimbursement program shall be adopted for use under this Section, with required exceptions as indicated in this Agreement. Distance learning courses may qualify for tuition reimbursement provided that such course work is offered by an

institution that is fully accredited as an undergraduate/graduate institution and would otherwise qualify under the program were the member in physical attendance. The maximum reimbursement rate shall be 75% of the per credit rate inclusive of fees for undergraduate and graduate courses at the University of Connecticut at Storrs. Notwithstanding the above, unexpended tuition funds at the end of the fiscal year shall be divided among eligible bargaining unit members who have taken graduate courses during the fiscal year up to a maximum of 100% of the per credit graduate rate at the University of Connecticut.

- (a) No employee may be eligible for reimbursement for more than twelve (12) credits per fiscal year.
- (b) There shall be unlimited carryover of funds from one fiscal year to succeeding fiscal years.
- (c) The State shall reimburse, to a maximum of three (3) graduate credits per semester, fees

associated with continuing registration for doctoral dissertation.

{ Sections 6 and 7 unchanged }

Section Eight. Ten Thousand Dollars (\$10,000) shall be allocated to BESB for the purpose of sending bargaining unit employees in BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

Effective July 1, 2006 2019, Fifteen Thousand (\$15,000) shall be allocated to BESB for the purpose of sending bargaining unit employees in BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

Effective July 1, 2020, Twenty Thousand (\$20,000) shall be allocated to BESB for the purpose of sending bargaining unit employees in BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

After the allocation for bargaining unit employees to attend the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired, the parties may by mutual agreement expend any unused monies.

Protocol Enabling Language

P-3A

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 15. The union may invoke arbitration following step 2.

Incorporating SEBAC Framework

- 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 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 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.
 - d. The Merit Pool Allocation for the Merit Evaluation Program shall continue to be made each year of the Collective Bargaining Agreement.
- 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 ¼ 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, 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. Furloughs. Each bargaining unit member shall take three furlough days (the equivalent of three days of pay). Those furlough days shall be scheduled as follows: September 1, 2017; November 24, 2017; and December 29, 2017. Notwithstanding the above, furlough days shall be

taken on days that the employee is normally scheduled to work. In the event that any of the fixed furlough days cannot be taken by an employee, the preceding sentence of this paragraph shall become operative. Reduction in pay to reflect the three furlough days shall be divided over the pay periods of the 2018 fiscal year. Appropriate adjustment shall be made for employees who leave during that fiscal year, taken into account the pro-rata relationship between the actual amount of pay adjusted, and the percentage of the fiscal year during which the employee worked.

- 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.
- VI. The parties will incorporate the cross unit language on Durationals, Snow Days, Telecommuting, and related flexible scheduling.

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.

Shawn G. Gue
6/27/17
MSR
6/27/17

Side letter

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 an Education Consult 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 it's completion.

Don Gram. Egur
6/27/17

SP 5 L
6/27/17

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.

Union

State

AL [Signature]
4/7/17

Debra Gram Egan 4/7/17

Tentative Agreement as to Memorandum of Agreement Job Security

The Union accepts the State's proposal to delete this memorandum.

Union

State

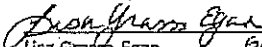
M. E.
4/7/17

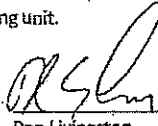
Lisa Gram Egan 4/7/17

School Year

Sections Nine. Except as otherwise provided in this Article, educational consultants within BESB will work the equivalent of a 10 month year, representing a total of 217 days less paid holidays starting between the dates of August 20 and September 1, and ending between June 20 and June 30.

Section Ten. BESB may establish schedules in excess of 217 days (less paid holidays), based upon available funding and agency operational needs. In filling these work schedules, BESB shall seek volunteers among qualified bargaining unit employees who shall receive compensatory time off. It shall not be deemed a violation of this Agreement for BESB to fulfill all or part of its summer programming needs with employees from outside the bargaining unit.


Lisa Grasso-Egan 6/9/17

 6/9/17
Dan Livingston

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).

Dana Garrison

Del E. [Signature]