

CSEA-SEIU/ P-3A COUNCIL

MEMORANDUM

TO: P-3A Members

FROM: Valerie Marino, President – P3A
Bill Howe, Chief Steward

DATE: April 26, 2005

SUBJECT: Important Issues of Concern to P-3A Members

1. Functional Job Descriptions/*SDE Only*
2. Compensatory Time
3. Professional Memberships

1. Functional Job Descriptions

As a result of an Institutional Grievance filed by P-3A due to inappropriate workplace practices by managers, the P-3A bargaining unit reached a mediated agreement with the State Department of Education on May 23, 2003. It took four years to resolve this matter. There were eleven key areas that we fought for under this Institutional Grievance, all of which are critical in that they affect your classification and your working conditions. It is important that we insist that management adhere to this agreement, or our hard-won battle was in vain. The full mediated agreement can be accessed from the P-3A section of the SDE website.

One key area of the settlement was that each P-3A member should have a Functional Job Description that is mutually developed and agreed upon with his/her manager. The reason for developing a Functional Job Description was to prevent management's practice of requiring members to take on more work than they could possibly manage effectively and to prevent managers from making arbitrary and unilateral changes to members' job duties and responsibilities. Unfortunately, past practices and actions by management have resulted in members being assigned totally new responsibilities, given NO training, and then given poor performance evaluations. In other cases, members were assigned tasks for which they were not hired and/or not qualified to perform, through education and/or experience.

By securing the agreement that each of us has clearly defined jobs, we hope to eliminate the arbitrary practices and actions of management and afford members some measure of protection from future abuses.

The Functional Job Description differs from a *regular* job description in that it outlines the specific demands and details of the job – the actual tasks, steps or procedures you do in the performance of your job. These tasks or steps should coincide with the objectives and major tasks to achieve on your PSPES. Though your Functional Job Description will have more content, it will also provide much more information about the real demands of your job. Think of it as a task analysis of each of the major components of your job.

The mediated agreement called for managers to meet and develop a Functional Job Description with each staff member. If you were asked to sign one or if one was developed *without* your input, then the process was not performed correctly. If you discover your job description posted on the "public drive" in the file titled "Job Descriptions" and you have never seen it, then the proper procedure was not followed. Therefore, request to meet with your manager to have your job description revised with your input and your signature of approval.

The guidelines provided by management to assist with the development of the Functional Job Description are located in the Job Description file located on the public drive

2. Compensatory Time

Although our contract calls for P-3A members to earn compensatory time for work beyond the normal work day and week, policies and practices for the awarding of compensatory time unfortunately vary greatly from manager to manager.

In an attempt to resolve this problem in a collegial manner, past union presidents have met over a period of years with Commissioners Sergi and Sternberg to draft an agreement outlining reasonable guidelines for compensatory time. After the union finally reached a mutually acceptable draft agreement with Commissioner Sternberg, pending cabinet review, the Office of Labor Relations (OLR) intervened to prevent the agreement from taking effect. Efforts to resolve the issue during contract negotiations with OLR resulted in their negotiator refusing to agree to any language or discussion, claiming that – *in the absence of grievances there is no documentation of any problem with compensatory time.*

Hence, given the unfortunate position of OLR, the only recourse for members to resolve this issue is to request compensatory time and, when that time is denied, to grieve the decision. This is apparently the only way that we can motivate OLR to discuss reasonable guidelines, and it is the only way we can build documentation of a persistent problem so that we can win improved language at the bargaining table.

We also recommend that when making a request for comp time, you consider the following examples that were referenced in the draft agreement between the Commissioner and the union: e.g. compensatory time for NEASC accreditation visits (not only the usual one full day for Sunday, but time for evenings away from home as well); travel to and from professional meetings and other necessary events that occur beyond normal working hours; obligations called for your in PSPES that require work beyond normal working hours; and certain other situations.

Your stewards will be prepared to assist and support you on any grievances.

3. Professional Memberships

Our contract contains the following language:

(b) Dues for membership in professional organizations shall be reimbursed by the State when it is determined by management that the employee's participation in the organization's activities is essential.

Some managers have applied this provision fairly. Others have unfortunately failed to do so choosing instead to adopt arbitrary policies and practices such as “we only pay if I tell you that you have to join an organization” or “we only pay if it saves the state money” (i.e., on book purchases, conference attendance, etc.). Neither of these policies is fair, neither recognizes the need for consultants to participate in professional organizations to complete their work, and neither is consistent with our contract.

A P-3A member recently filed a grievance over the State's denial to pay one of several professional organization memberships required as a result of the expansion of his job duties and responsibilities. Even though his PSPES clearly called for payment of several memberships, the State finally offered to pay for only one membership *on the conditions that he not tell anyone about the agreement* and that P-3A not reference the grievance during binding arbitration. OLR was afraid that the grievance would serve as evidence that some managers are failing to follow the contract, and that an arbitrator might therefore toughen the contract language to require payment.

This is an unfortunate case of the State failing to adhere to reasonable application of contract language, then trying to keep such behavior secret. Naturally, the P-3A member refused to accept this agreement as a matter of principle, and is taking the grievance to the next level of appeal.

To ensure that the CSDE begins to fulfill its obligation to pay professional memberships, we recommend that you:

- a) Submit a request for payment of any professional memberships that are key to carrying out your duties. If the payment is denied, request the denial in writing, then grieve the decision.
- b) Write the need for professional memberships into your PSPES, in the category entitled "Resources Needed." Do not sign your PSPES unless your manager agrees to include this language. If there are any questions, consult with your steward.