

**P-3B Education Professions**  
Interest Arbitration Update: December 2005  
Comparison of Last Best Offers

The Union and the State have finished negotiations and the presentation of evidence before the Arbitrator for the next P-3B collective bargaining agreement. The next step in the process will be the submittal of briefs and reply briefs to the arbitrator by both sides. This part of the process will take place in January 2006. The Arbitrator will then make her decision based on all the evidence presented. The Arbitrator will issue her decision on or after March 1, 2006.

Below is a comparison of the 36 remaining issues that were not settled between the Union and the State. The Arbitrator must choose either the Union's or the State's last best offer. The Arbitrator cannot combine the offers to come up with something in-between and cannot make up her own language.

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**Issue Number: 1** (Article 19, Section 1a)

The issue is the general wage increase for 2005-2006.

**Union's Last Best Offer:**

Effective July 1, 2005, the base annual salary for all employees shall be increased by three percent (3%).

**State's Last Best Offer:**

(a) The base annual salary for all employees in effect on June 30, 2005, based on the salary schedules effective June 25, 2004, shall remain in effect for the 2005-2006 contract year.

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**Issue Number: 2** (Article 19, Section 1)

The issue is the general wage increase for 2006-2007.

**Union's Last Best Offer:**

Effective July 1, 2006, the base annual salary for all employees shall be increased by three and one-half percent (3.5%).

**State's Last Best Offer:**

Include the following language:

Effective at the start of the pay period following July 1, 2006, the base annual salary for all employees shall be increased by three percent (3%).

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**Issue Number: 3** (Article 19, Section 1)

The issue is the general wage increase for 2007-2008.

**Union's Last Best Offer:**

Effective July 1, 2007, the base annual salary for all employees shall be increased by three and one-half percent (3.5%).

**State's Last Best Offer:**

Include the following language:

Effective at the start of the pay period following July 1, 2007, the base annual salary for all employees shall be increased by three percent (3%).

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**Issue Number: 4** (Article 19, Section 1)

The issue is the general wage increase for 2008-2009.

**Union's Last Best Offer:**

Effective July 1, 2008, the base annual salary for all employees shall be increased by three and one-half percent (3.5%).

**State's Last Best Offer:**

Contingent upon a contract duration of four years being awarded in Issue 51, Include the following language:

Effective at the start of the pay period following July 1, 2008, the base annual salary for all employees shall be increased by three percent (3%).

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**Issue Number: 5** (Article 19, Section 8)

The issue is the payment of annual increments wage for 2005-2006.

**Union's Last Best Offer:**

Employees will continue to be eligible for and receive annual increments for the 2005-2006 contract year in accordance with existing practice.

**State's Last Best Offer:**

Include the following language:

There shall be no payment of annual increments for the 2005-2006 contract year.

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**Issue Number: 6** (Article 19, Section 8)

The issue is the payment of annual increments wage for 2006-2007.

**Union's Last Best Offer:**

Employees will continue to be eligible for and receive annual increments for the 2006-2007 contract year in accordance with existing practice.

**State's Last Best Offer:**

Include the following language:

Employees will continue to be eligible for and receive annual increments for the 2006-2007 contract year in accordance with existing practice, except that the increments shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1, 2007 (for those with July increments) or July 1, 2007 (for those with January increments).

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**Issue Number: 7** (Article 19, Section 8)

The issue is the payment of annual increments wage for 2007-2008.

**Union's Last Best Offer:**

Employees will continue to be eligible for and receive annual increments for the 2007-2008 contract year in accordance with existing practice.

**State's Last Best Offer:**

Include the following language:

Employees will continue to be eligible for and receive annual increments for the 2007-2008 contract year in accordance with existing practice, except that

the increments shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1, 2007 (for those with July increments) or April 1, 2008 (for those with January increments).

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**Issue Number: 8** (Article 19, Section 8)

The issue is the payment of annual increments wage for 2008-2009.

**Union's Last Best Offer:**

Employees will continue to be eligible for and receive annual increments for the 2008-2009 contract year in accordance with existing practice.

State's Last Best Offer:

Contingent upon a contract duration of four years being awarded in Issue 51, Include the following language:

Employees will continue to be eligible for and receive annual increments for the 2008-2009 contract year in accordance with existing practice.

**State's Last Best Offer:**

**CONTINGENT UPON A CONTRACT DURATION OF FOUR YEARS BEING AWARDED IN ISSUE 51, Include the following language:**

Employees will continue to be eligible for and receive annual increments for the 2008-2009 contract year in accordance with existing practice.

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**Issue Number: 9** (Article 19, Section 4a)

The issue is degree requirements for teacher pay plans.

**Union's Last Best Offer:** Retain current contract language.

Section 4. Teacher Pay Plan. (a) Effective September 12, 1986, separate Teacher salary schedules shall be established based upon the level of educational achievement in job-related course work: Bachelors degree; Masters degree or Bachelors plus 30 credits; and Sixth Year or Masters plus 30 credits.

**State's Last Best Offer:**

Change the current contract language to:

Section Four. Teacher Pay Plan. (a) Effective September 12, 1986, separate Teacher salary schedules shall be established based upon the level of educational achievement in job-related course work: Bachelors degree; Masters degree or Bachelors plus 30 credits; and Sixth Year or Masters plus 30 credits.

For employees hired after the date of legislative approval of this agreement to be eligible for a higher pay plan based on the "plus 30 credits" option, the thirty (30) credits must have been earned after the completion of the degree specified in the option (i.e. to be placed on the Masters pay plan based upon the "Bachelors plus 30 credits" option, the employee must have earned the 30 additional credits after having completed his/her Bachelors degree.)

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**Issue Number: 10** (Article 19, Section 4c3)

The issue is salary placement of the Correctional Recreation Supervisors.

**Union's Last Best Offer:**

**Section 4 ( c ) (3). Effective July 1, 2006 or thirty (30) days after legislative approval, whichever is later, e**Employees in the classification of Correctional Recreation Supervisor shall be compensated on the ~~Ten~~ **Twelve** Month Teacher Pay Plan. ~~Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Bachelors degree schedule of the Teacher Pay Plan.~~ **Employees will be placed on the same step on the Twelve Month Teacher Pay Plan as they held on the Ten Month Teacher Pay Plan.**

**State's Last Best Offer:**

**No change in the current contract language except needed updating.**

**(3).** Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Ten Month Teacher Pay Plan. ~~Employees in the classification of Correctional Recreation Supervisor shall be compensated on the Bachelors degree schedule of the Teacher Pay Plan.~~

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**Issue Number: 11** (Article 19, Section 4 new subsection)

The issue is the salary placement for Pupil Service Specialists who hold a Masters Degree in Social Work.

**Union's Last Best Offer:**

Effective July 1, 2006 or thirty days after legislative approval, whichever is later, employees in the classification of Pupil Services Specialist

who hold a Masters Degree in Social Work shall be placed on the 6th Year Schedule of the Teacher Pay Plan in accordance with their work schedules (i.e. Ten Month Pay Plan or Twelve Month Pay Plan) as described in subsection (b) above.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 13** (Article 19, Section 5b)

The issue is salary placement for promoted employees on the Supervisor pay plan.

**Union's Last Best Offer:**

(b) For purposes of determining the step placement on the Supervisor pay plan for employees promoted from ten month positions, the employee's annual salary will be converted to the equivalent twelve (12) month rate prior to calculating the promotional increase. Effective July 1, 2006, employees appointed to a position on the Supervisor Pay Plan from the Teacher Pay Plan shall have their base rate of pay computed at a rate of 1/188 (per diem) of their current base rate of pay for each additional day worked under the Supervisor's Pay Plan and shall then be promoted thereto.

**State's Last Best Offer:**

**No change in the current contract language:**

(b) For purposes of determining the step placement on the Supervisor pay plan for employees promoted from ten month positions, the employee's annual salary will be converted to the equivalent twelve (12) month rate prior to calculating the promotional increase.

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**Issue Number: 14** (Article 19, New Section)

The issue is adding a step to all pay plans.

**Union's Last Best Offer:**

Effective July 1, 2007 one additional step shall be added to all P-3B pay plans. The additional step shall be three (3%) above the preceding step.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 15** (Article 19, New Section)

The issue is adding a step to all pay plans.

**Union's Last Best Offer:**

Effective July 1, 2008 one additional step shall be added to all P-3B pay plans. The additional step shall be three (3%) above the preceding step.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 16** (Article 19, New Section)

The issue is the payment of a lump sum at maximum.

**Union's Last Best Offer:**

Effective July 1, 2006 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of two and one-half 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory may be grounds for denial of these payments.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 17** (Article 19, New Section)

The issue is classification of the Mental Retardation Adult Services Instructor.

**Union's Last Best Offer:**

Effective July 1, 2006, employees in the classification of Mental Retardation Adult Services Instructor, who perform work in the Individual and Family Support Division, shall have their position reclassified to Mental Retardation Adult Services Specialist, and shall be promoted to that classification.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 18** (Article 19, New Section)

The issue is the calculation of salary rate on promotion within or into the bargaining unit.

**Union's Last Best Offer:**

Any state employee promoted into the bargaining unit shall receive an increase in his/her annual salary. Said increase shall be at least equal to the value of the increment in the classification that the employee is promoted to.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 23** (Article 7a, New Second Sentence)

The issue is the amount of Union Business Leave time.

**Union's Last Best Offer:**

In addition to the eight hundred fifty (850) hours paid leave provided, the State will grant up to two hundred fifty (250) hours in 2006-2007 and up to two hundred fifty (250) hours in 2008-2009 paid time off for bargaining unit employees who are delegates to the CSEA convention. Up to 10% of the annual hours may be carried over into a succeeding contract year, but all leave excesses shall expire on the final date of the Agreement. Notwithstanding the previous sentence, all leave excesses from the prior agreement shall be carried forward to this Agreement, but must be used prior to legislative approval of this Agreement.

**State's Last Best Offer:**

**Change the current contract language to:**

Up to 10% of the annual hours may be carried over into a succeeding contract year, but all leave excesses shall expire on the final date of the Agreement. Notwithstanding the previous sentence, all leave excesses from the prior agreement shall be carried forward to this Agreement, but must be used prior to legislative approval of this Agreement.

The State will additionally grant twenty days (140 hours) of paid leave for official delegates attending the biennial CSEA convention and ten days (70 hours) of paid leave for official delegates attending the quadrennial SEIU convention. There shall not be any carry over of unused convention time.

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**Issue Number: 30** (ARTICLE 25 -- Professional Conference and Workshop Fund, New Section)

The issue is the reimbursement of on-line programs.

**Union's Last Best Offer:**

Effective July 1, 2005, the Professional Conference and Workshop may reimburse employees for on-line professional seminars, workshops or conferences so as long as the requests by employees are substantially similar to requests that have been approved by the Professional Conference and Workshop Committee on an attendance basis for such professional seminars, workshops or conferences.

**State's Last Best Offer:**

**No new contract language.**

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**Issue Number: 31** (Article 28 -- Travel Reimbursement Section C, Last Paragraph)

The issue is the amount of the vehicle use fee.

**Union's Last Best Offer:**

Employees required to utilize a personal vehicle for State business for fifty percent (50%) of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily vehicle use fee of \$4.25 for each day of required usage which shall be in addition to the mileage reimbursement described above.

Effective July 1, 2006, employees required to utilize a personal vehicle for State business for fifty percent (50%) of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily vehicle use fee of \$5.50 for each day of required usage which shall be in addition to the mileage reimbursement described above. Effective July 1, 2008, employees required to utilize a personal vehicle for State business for fifty percent (50%) of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily vehicle use fee of \$6.00 for each day of required usage which shall be in addition to the mileage reimbursement described above.

**State's Last Best Offer:**

**Change the contract language to:**

Employees required to utilize a personal vehicle for State business for fifty percent (50%) of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily vehicle use fee of \$4.25 for each day of required usage which shall be in addition to the mileage reimbursement described above. Effective July 1, 2006, the daily vehicle use fee shall be increased to \$4.50.

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**Issue Number: 33**

(Article 36 -- Transfers  
Section 1, Second Paragraph)

The issue is definition of transfer in the Department of Mental Retardation.

Union's Last Best Offer:

Delete Paragraph.

~~In the Department of Mental Retardation, a transfer is defined as the physical relocation from one region to another or from one location to another location in the region where the employee's commuting distance would exceed forty (40) miles beyond his/her current round-trip commuting distance.~~

**State's Last Best Offer:**

**Change the current contract language to:**

In the Department of Mental Retardation, a transfer is defined as the physical relocation from one region to another or from one location to another location in the region where the employee's commuting distance would exceed forty (40) miles beyond his/her current round-trip commuting distance. A DMR employee who has been involuntarily relocated to another worksite within the same region within the 40 mile additional commute limit shall, during the term of the contract, be excluded from a second involuntary relocation within the region where the commuting distance to the second location would exceed 40 miles

beyond the employee's round-trip commuting distance prior to the first relocation. If all of the affected employees would be excluded by this provision, however, then inverse seniority shall govern.

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**Issue Number: 35** (ARTICLE 36 – Transfers  
Section 2, New provision)

The issue is the denial of transfers.

**Union's Last Best Offer:**

Employees will be given a written reason for the denial of transfer to a vacant position.

**State's Last Best Offer:**

No new contract language.

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**Issue Number: 36** (ARTICLE 36 – Transfers  
Section 6 (b), New Provision)

The issue is the right of employees to return to their facility after a layoff.

**Union's Last Best Offer:**

In the event a similar or comparable position becomes available at a facility from which an employee was involuntarily laid off, the employee will have the right of first refusal to the position. In the event that more than one employee is entitled to the position, the most senior employee will be entitled to the position.

**State's Last Best Offer:**

**Add new contract language:**

An employee who has been involuntarily transferred shall have the right to return to the work location from which he/she was transferred if the Employer is seeking to permanently fill a vacancy at that location in the same classification the employee occupied within one (1) year of the involuntary transfer. When such a vacancy occurs, the Employer shall give notice to the individual who must respond within two (2) working days of notice as to whether he/she wishes to return to the former location.

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**Issue Number: 38** (ARTICLE 37 – Order of Layoff,  
Section 4 ( a ) , Last Sentence)

The issue is the notice of layoff.

**Union’s Last Best Offer:**

The incumbent will be provided with as much notice as possible but not less than ~~four (4)~~ **six (6)** weeks notice.

**State’s Last Best Offer:**

**No change in the current contract language:**

The incumbent will be provided with as much notice as possible but not less than four (4) weeks.

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**Issue Number: 39** (ARTICLE 37 – Order of Layoff  
Section 7, Second Paragraph)

The issue is the order of rehire from layoff.

**Union’s Last Best Offer:**

Retain current contract language.

For the purpose of re-call to a classification within the bargaining unit, length of time in bargaining unit classifications shall be utilized before consideration of State seniority.

**State’s Last Best Offer:**

**Change the current contract language to:**

For the purpose of re-call to a classification within the bargaining unit, seniority as defined in Article 10 ~~length of time in bargaining unit classifications~~ shall be utilized. ~~before consideration of State seniority.~~

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**Issue Number: 40** (ARTICLE 37 – Order of Layoff, New Section)

The issue is contracting out at time of layoff.

**Union's Last Best Offer:**

No employee shall be laid off while the State is contracting out bargaining unit work.

**State's Last Best Offer:**

**No new contract language.**

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**Issue Number: 42** (ARTICLE 37 – Order of Layoff, New Section)

The issue is notice of contracting out after layoff.

**Union's Last Best Offer:**

The State shall notify the Union of any bargaining unit work that is contracted out after layoff. If the State fails to notify the Union of bargaining unit work that is contracted out after layoff, the State shall make whole the employees in that agency who are laid off for the period of time that the State failed to provided notice. This provision is in addition to any other rights or benefits the employee may have under the Agreement.

**State's Last Best Offer:**

**No new contract language.**

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**Issue Number: 43** (ARTICLE 37 – Order of Layoff, New Section)

The issue is the comparison of contracting out.

**Union's Last Best Offer:**

Prior to contracting out bargaining unit work or renewing contracted work, the State shall do a comparison of the cost to the State to contract the work out versus the cost for bargaining unit employees to perform the work. If the cost of performing the work by bargaining unit employees is no more than 10% greater than the cost of contracting the work out, the work shall be performed by bargaining unit employees. The work may be performed on an overtime basis or by the hiring of state employees on a permanent or non-permanent (temporary/durational) basis.

**State's Last Best Offer:**  
**No new contract language.**

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**Issue Number: 47** (Article 40 -- Sick Leave, Section 3 ( c ),  
First Sentence)

The issue is the use of sick leave for death in the family.

**Union's Last Best Offer:**

(c) In the event of death in the immediate family, when as many as **five** ~~(5) three (3)~~ working days leave with pay may be used for those eligible for vacation, and ~~five (5) days for those who are not.~~

**State's Last Best Offer:**

No change in the current contract language.

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.

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**Issue Number: 48** (ARTICLE 40 – Sick Leave  
Section 3 ( c ), Second & Third Sentences)

The issue is the definition of immediate family.

**Union's Last Best Offer:**

Immediate family means spouse, parent, siblings, children, **civil union partner as provided in Public Act 2005-10**, domestic partner, **in-laws, grandchildren and grandparents** 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.

**State's Last Best Offer:**

**No change in the current contract language except needed updating:**

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.

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**Issue Number: 49** (ARTICLE 40 – Sick Leave, Section 3 (e))

The issue is the use of sick leave for other funerals.

**Union's Last Best Offer:**

(e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than **five (5)** ~~three (3)~~ days of sick leave per calendar year shall be taken therefor. ~~For employees who work a school calendar schedule and are not eligible for vacation, the maximum granting of sick leave per calendar year for this reason shall be four (4) days for ten month employees and five (5) days for twelve month employees.~~

**State's Last Best Offer:**

**No change in the current contract language.**

(e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than three (3) days of sick leave per calendar year shall be taken therefor. For employees who work a school calendar schedule and are not eligible for vacation, the maximum granting of sick leave per calendar year for this reason shall be four (4) days for ten month employees and five (5) days for twelve month employees.

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**Issue Number: 50** (ARTICLE 43 – Military Leave)

The issue is military leave and school calendar recess periods.

**Union's Last Best Offer:**

The present military leave policy shall remain in force, except that paid leave for military callups shall be limited to emergencies. An employee, who is called to field training or called or deployed to active duty, and whose field training or deployment encompasses recess days will be allowed to reschedule those said recess days.

**State's Last Best Offer:**

**No change in the current contract language**

The present military leave policy shall remain in force, except that paid leave for military callups shall be limited to emergencies.

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**Issue Number: 51** (ARTICLE 60 -- Duration of Agreement)

The issue is the duration of the Agreement.

**Union's Last Best Offer:**

This Agreement shall be effective on July 1, ~~2001~~ 2005 and shall expire June 30, ~~2005~~ 2009.

~~On or after January 16, 2005~~ **In accordance with Connecticut General Statutes**, either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable.

**State's Last Best Offer:**

**Change the current contract language to:**

This Agreement shall be effective on July 1, 2005 ~~2004~~ and shall expire June 30, 2008 ~~2005~~.

On or after the date described in Connecticut General Statutes Section 5-276a(a) ~~On or after January 16, 2005~~, either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable.

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**Issue Number: 52** (SIDE AGREEMENT -- DEPARTMENT OF CORRECTION, CERTIFICATION DISCUSSIONS)

The issue is certification of Correctional Recreation Supervisors.

**Union's Last Best Offer:**

The Department of Correction will communicate with the Union regarding the status of the certification discussions with the State Department of Education and the Department of Administrative Services. The Department of Correction shall continue its existing practice of "signing off" on certification requirements for Correctional Recreation Supervisors.

**State's Last Best Offer:**

**No change in the current contract language:**

The Department of Correction will communicate with the Union regarding the status of the certification discussions with the State Department of Education and the Department of Administrative Services.

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**Issue Number: 55** (NEW MEMORANDUM OF UNDERSTANDING)

The issue is payment for Masters Degree program.

**Union's Last Best Offer:**

In accordance with past practice, the State will enroll and pay for all costs associated with obtaining a Masters degree for bargaining unit members in the Bureau of Rehabilitation Services.

**State's Last Best Offer:**

Add new Memorandum of Understanding.

If employees in the Bureau of Rehabilitation Services of the Department of Social Services are required to obtain a Master's degree as a condition of continued employment, the employee's educational costs will be paid by the employer in accordance with the agency's existing practice.

