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STATE OF CONNECTICUT
OFFICE *of the* STATE COMPTROLLER
55 Elm Street
Hartford, CT 06106

MEMORANDUM NO. 2018-14

June 12, 2018

TO THE HEADS OF ALL STATE AGENCIES

Attention: Chief Administrative and Fiscal Officers, Business Managers, and Payroll and Human Resources Officers

Subject: **Administrative and Residual (P-5) Collective Bargaining Unit Contract July 1, 2016 through June 30, 2021**

I. AUTHORITY

The collective bargaining agreement between the State of Connecticut and the Administrative and Residual (P-5) bargaining unit for the period of July 1, 2016 through June 30, 2021.

II. VACATIONS (Article 18)

A. Vacation Leave and Accruals (Section 2)

No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Such permission shall not be reasonably denied. 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 shall be seventy (70) days, but the maximum payout upon leaving state service shall be 60 days.

B. Inclement Weather (Section 3b)

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

III. SICK LEAVE (Article 19)

A. Sick Family Leave (Section 3b)

In the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted. Immediate family means spouse, father,

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

B. Funeral Leave (Section 3d)

An eligible employee shall be granted sick leave for going to, attending, and returning from funerals or memorial services of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than three (3) days of sick leave per calendar year shall be granted therefore.

C. Sick Leave Accrual Due to Inclement Weather Cancellation (Section 5)

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

IV. COMPENSATION (Article 24)

A. General Wage Increases (Section 1)

There will be no general wage increase paid to any P-5 unit employee for the 2016-17 and the 2017-18 contract years.

Effective July 1, 2019, the base annual salary for all employees will be increased by three and one-half percent (3.5%).

Effective July 1, 2020, the base annual salary for all employees will be increased by three and one-half percent (3.5%).

<u>Effective Date</u>	<u>Increase</u>
July 1, 2016	0%
July 1, 2017	0%
July 1, 2018	0%
July 1, 2019	3.5%
July 1, 2020	3.5%

B. Annual Increments and Lump Sum Payments (Section 2)

There will be no lump sum payment or annual increment made for contract years 2016-2017, 2017-2018, and no annual increment for 2018-2019. The annual increments for the 2019-2020 and the 2020-2021 contract years will be paid on time.

There shall be a \$2,000 one-time payment to all employees, or top step lump sum plus \$1,000 if greater than \$2,000. 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 will be pro-rated for part-time employees.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of the employee’s annual rate of pay in effect when the payment is made. Such payment shall be made on the date when the annual increment would normally apply. The Top Step Payment, once earned, shall be a continuing part of the employee’s wages for all calculations thereafter, so long as the employee remains in that salary grade. The first Top Step payment for contract year 2018/2019 for those eligible shall be made on or about July 1, 2018.

<u>Contract Year</u>	<u>Payable</u>
2016-2017	No AI/No Lump Sum Payment
2017-2018	No AI/No Lump Sum Payment
2018-2019	No AI/Lump Sum Payment July 2018/January 2019 (\$2,000 payment, or the top step bonus plus \$1,000 if greater July 2018)
2019-2020	July 2019/January 2020
2020-2021	July 2020/January 2021

C. Longevity (Section 3)

Employees will continue to be eligible for longevity payments for the life of the contract in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreements. The April 2018 payment shall be delayed until July 2018.

D. Shift and Weekend Differential (Section 4)

a. Shift Differential

1. The night shift differential will be seventy-five cents (\$0.75) per hour.
2. Those employees who have selected an alternative work schedule will not receive shift differential for any hours within the bandwidth hours of Alternative Work Schedule.
3. Employees at or below Salary Grade 24 will be eligible for shift differential. Teletrack Line Supervisors will qualify for the night shift differential provided all other eligibility criteria are met.

b. Weekend Differential

1. Weekend differential will be paid for working a full shift with the majority of shift hours falling on the weekend.
2. Weekend differential will be paid only for employees working in seven (7) day operations and only for hours worked.
3. The weekend differential will be fifty cents (\$0.50) per hour.

- 4. Employees at or below Salary Grade 24 will be eligible for the weekend differential. Teletrack Line Supervisors will qualify for said differential provided all other eligibility criteria are met.

E. Tuition Reimbursement (Section 6)

The State will allocate for tuition reimbursement the following:

2016-2017	as agreed upon
2017-2018	\$200,000
2018-2019	\$200,000
2019-2020	\$225,000
2020-2021	\$225,000

Unused funds from one contract year will be carried forward into the following contract year. Unused funds at the expiration of the contract term will lapse. Tuition reimbursement will be equal to seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs. Reimbursement cannot exceed the actual cost of each course.

F. Licensing Fees (Section 7)

An employee whose job specification requires a professional license or certification as a condition of employment and who uses such license for State business will be reimbursed for the cost of such license or certification.

G. Safety Shoes (Section 9)

Employees who are required on a daily basis to wear safety shoes will receive an annual allowance of one hundred (\$100) dollars. Effective July 1, 2019 the safety shoe allowance will be one hundred ten (\$110) dollars.

H. On-Call/Standby Pay (Section 10)

For those employees, who are by managerial direction, assigned on-call/standby status and must be available for service and must respond if contacted, a sum of \$1.25 per hour shall be paid for each hour so assigned and for holiday on-call/standby the rate will be \$2.00 per hour. Effective July 1, 2019, the rate shall be increased to \$1.50 per hour and for holiday on-call/standby, the rate will be \$2.50. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed \$175 per employee per week.

I. Home Office Premium (Section 12)

On or about December 1 of each contract year, employees in the following classifications who are expected to use their home to conduct State business will receive two hundred fifty (\$250) dollars: Department of Agriculture - Inspector - Dairy, or Department of Agriculture - Inspector - Poultry and Livestock. Effective July 1, 2019 the rate shall be increased to \$300. Said payments shall be proportionately reduced for those employees who use their home to conduct State business for less than a full year, measured from July 1 to June 30. The first payment under this Section shall be made on or about December 1, 2017 for the period commencing July 1, 2017 to June 30, 2018.

J. Home Garaging (Section 13)

Any employee who is required by the State to garage a State vehicle at his/her home and whose gross income is reported to be increased by the provision of an employer provided vehicle pursuant to Federal Public Law 99-44 will receive a two hundred dollar (\$200) annual payment on or about January 15 of each contract year. Eligibility for the annual payment will be limited to those employees who are required to home garage a vehicle for an aggregate of ten (10) months or more between November 1 and October 31. Those employees who are required to home garage a vehicle for an aggregate of four (4) months but less than ten (10) months between November 1 and October 31 will receive a one hundred dollar (\$100) annual payment on or about January 15 of each contract year.

K. Bilingual Stipend (Section 15)

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

V. PARENTAL AND FAMILY LEAVE (Article 28 Section 4)

Sick leave may now be used to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act (FMLA). The new state coverage also allows for intermittent leave.

In addition, employees have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four (4) months beyond the expiration of any leave otherwise due under this section or under the FMLA. As is current practice, employees may extend personal medical leave for up to twenty-four (24) weeks after all other leaves have expired and with appropriate medical certification.

Permanent part-time employees who do not meet the hours threshold of state and federal law will continue to be eligible for unpaid family leave as per current practice. FMLA qualified sick leave will be calculated separately from the non-qualified sick leave available under contract. Use of sick leave under this provision will not be deemed an incident or occurrence under an absence control policy.

VI. TRAVEL EXPENSES AND REIMBURSEMENT (Article 25)**A. Mileage Reimbursement (Section 2)**

Employees required to use his/her personal vehicle in the performance of duty will be reimbursed mileage at the U.S. General Service Administration (GSA) rate. The mileage rate will be readjusted within thirty (30) days of readjustment by the U.S. General Services Administration.

B. Auto Usage Fees (Section 5)

Employees required to utilize a personal vehicle for fifty percent (50%) of the assigned monthly work days will be paid a daily auto usage fee equal to \$4.00 for each work day of required availability or \$5.00 for each day of required usage, for each work day of such month which will be in addition to the mileage reimbursement. Said usage will be evaluated and paid on a monthly basis upon presentation of travel expense reimbursement.

C. Out of State Travel (Section 10)

An employee who is required to travel overnight and out of state on State business for a period of two (2) or more consecutive days will receive a \$10.00 lump sum undocumented reimbursement for each day or partial day of the business trip, but will not receive any payment for the return day if the travel ends prior to 7:00 am on that day.

Premium City Supplement - The premium city supplement will be \$8.00.

D. Meal Reimbursement Rates (Section 13)

Breakfast	\$11.00
Lunch	15.00
Dinner	26.00

E. Other Business Expenses (Section 16)

Employees will be reimbursed for gratuities to hotel/motel maids at the rate of up to two dollars (\$2.00) per night for stays of three (3) or more consecutive nights.

VII. TRAINING AND PROFESSIONAL LEAVE (Article 31)

Professional leave is defined as leave to attend seminars, classes, lectures, workshops, conventions, or other related activities in aid of the development, maintenance or exchange of professional skills, techniques or experiences which clearly relate to an employee's primary job assignment or logical career progression.

Employees may request and, subject to the conditions outlined in the contract, will be granted up to ten days leave with pay per contract term for professional development. See contract for details.

Professional Development and Conference Fund (Section 6)

The State will allocate to the Professional Development and Conference Fund the following:

2016-2017	as agreed upon
2017-2018	\$120,000
2018-2019	\$120,000
2019-2020	\$125,000
2020-2021	\$125,000

Any unexpended funds which exist at the end of any contract year shall roll over for use in the next succeeding year. All funds remaining at the end of the contract shall revert to the State unless the parties agree otherwise.

Professional Development and Conference Fund (Section 7)

Each employee shall be entitled to a maximum of \$600.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at conferences, seminars and programs. This entitlement may be combined once in any two (2) year period. An employee may use a previous year's unused entitlement for up to \$1,200 provided prior year funds were rolled over and available. The fund assumes no liability for any costs incurred by an employee without obtaining prior approval by the Office of the Comptroller.

VIII. MISCELLANEOUS (Article 38)**Hazardous Duty (Section 7)**

The hourly pay differential which was established for certain designated job assignments or working conditions in the Department of Correction will continue under the criteria and standards for payment established in prior agreements. The hourly pay differential rate will be fifty-five cents (\$0.55) per hour.

IX. FURLOUGH

There will be three (3) mandatory furlough days for all members of the bargaining unit that must be taken in fiscal year 2018. Please refer to the Memorandum of Agreement between the State of Connecticut and the Administrative & Residual (P-5) bargaining unit for specific furlough details. Core-CT has issued furlough day processing instructions in the HR Daily Mails dated 8/18/2017 and 8/22/2017.

X. Revision of Wage Implementation of Fiscal Year 2013-2014

- a. The State will identify all of the bargaining unit employees who were on the state payroll on May 23, 2013 and who continue to be employed in the A&R Bargaining Unit as of the date of the full execution of this Agreement (Category #1).
- b. The State will identify all of the bargaining unit employees who were on the payroll and who as of May 23, 2013 were receiving the lump sum payment at maximum in accordance with Article 24 Section Two of the A&R Contract (Category #2).
- c. All employees in Category #1 will receive a one-time lump sum payment of five dollars (\$5.00).
- d. All employees in Category #2 will receive an additional ten dollar (\$10.00) payment, as long as they remained in the P-5 Bargaining Unit since May 23, 2013 including any period of layoff consistent with Article 12 Section 1(b)(G) of the Contract. Employees in Category 2 will, therefore, receive a total one-time payment of fifteen dollars (\$15.00).
- e. The aforementioned payments are deemed to be part of a grievance settlement, and therefore, not subject to deductions and will not impact any other wage or benefit provisions, including but not limited to pension, workers compensation, overtime, etc.

XI. SCHEDULED PAYMENT DATES

A. General Wage Increase

<u>Effective</u>	<u>Increases</u>	<u>Pay Period</u>	<u>Check Date</u>
07/01/2016	0%	No General Wage Increase	No General Wage Increase
07/01/2017	0%	No General Wage Increase	No General Wage Increase
07/01/2018	0%	No General Wage Increase	No General Wage Increase
07/01/2019	3.5%	06/21/2019 - 07/04/2019	07/19/2019
07/01/2020	3.5%	06/19/2020 - 07/02/2020	07/17/2020

B. Annual Increments and Lump Sum Payments for Maximum Step Employees

Annual Increments will be entered centrally at the proper time as follows:

<u>Effective</u>	<u>Pay Period</u>	<u>Check Date</u>
July 2016	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
January 2017	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
July 2017	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
January 2018	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
July 2018	No AI/Top Step Bonus Only 06/22/2018 - 07/05/2018	07/20/2018
January 2019	No AI/Top Step Bonus Only 12/21/2018 - 01/03/2019	01/18/2019
July 2019	06/21/2019 - 07/05/2019	07/19/2019
January 2020	12/20/2019 - 01/02/2020	01/17/2020
July 2020	06/19/2020 - 07/02/2020	07/17/2020
January 2021	01/01/2021 - 01/14/2021	01/29/2021

The agency must process these lump sum payments manually and follow the effective dates and pay periods of annual increments.

C. One-Time Payment OR TOP STEP BONUS PLUS \$1,000 WHICHEVER IS GREATER

<u>Effective</u>	<u>Pay Period</u>	<u>Check Date</u>
07/01/2018	06/22/2018 - 07/05/2018	07/20/2018

The agency must process these lump sum payments manually and follow the effective dates and pay periods of annual increments.

D. Safety Shoes

<u>Effective</u>	<u>Pay Period</u>	<u>Check Date</u>
07/01/2016	06/24/2016 - 07/07/2016	07/22/2017
07/01/2017	06/23/2017 - 07/06/2017	07/21/2017
07/01/2018	06/22/2018 - 07/05/2018	07/20/2018
07/01/2019	06/21/2019 - 07/05/2019	07/19/2019
07/01/2020	06/19/2020 - 07/02/2020	07/17/2020

E. Home Office Premium

<u>Effective</u>	<u>Pay Period</u>	<u>Check Date</u>
12/01/2016	11/11/2016 - 11/24/2017	12/09/2017
12/01/2017	11/10/2017 - 11/23/2017	12/08/2017
12/01/2018	11/09/2018 - 11/22/2018	12/07/2018
12/01/2019	11/08/2019 - 11/21/2019	12/06/2019
12/01/2020	11/06/2020 - 11/19/2020	12/04/2021

F. Home Garaging

<u>Effective</u>	<u>Pay Period</u>	<u>Check Date</u>
01/15/2017	12/09/2016 - 12/22/2016	01/06/2017
01/15/2018	12/08/2017 - 12/21/2017	01/05/2018
01/15/2019	12/07/2018 - 12/20/2018	01/04/2019
01/15/2020	12/06/2020 - 12/19/2020	01/03/2020
01/15/2021	12/18/2020 - 12/31/2020	01/15/2021

G. Bilingual Stipend

<u>Effective</u>	<u>Pay Period</u>	<u>Check Date</u>
07/01/2017	06/23/2017 - 07/06/2017	07/21/2017
10/01/2017	09/29/2017 - 10/12/2017	10/27/2017
01/01/2018	12/22/2017 - 01/04/2018	01/19/2018
04/01/2018	03/30/2018 - 04/12/2018	04/27/2018
07/01/2018	06/22/2018 - 07/05/2018	07/20/2018
10/01/2018	09/28/2018 - 10/11/2018	10/26/2018
01/01/2019	12/21/2019 - 01/03/2019	01/18/2019
04/01/2019	03/29/2019 - 04/11/2019	04/26/2019
07/01/2019	06/21/2019 - 07/04/2019	07/19/2019
10/01/2019	09/27/2019 - 10/10/2019	10/25/2019
01/01/2020	12/20/2019 - 01/03/2020	01/17/2020
04/01/2020	03/27/2020 - 04/09/2020	04/24/2020
07/01/2020	06/19/2020 - 07/02/2020	07/17/2020
10/01/2020	09/25/2020 - 10/08/2020	10/23/2020
01/01/2021	01/01/2021 - 01/14/2021	01/29/2021
04/01/2021	03/26/2021 - 04/08/2021	04/23/2021

H. \$5 or \$15 One-Time Payment for Employees on the Payroll 5/23/13

Payment should be made as soon as feasible.

XII. PAYROLL PROCEDURES**A. Split Pay Period for General Wage Increase**

General wage increase effective July 1, 2019. The effective pay period is June 21, 2019 through July 5, 2019. Wages earned for the period June 21, 2019 through June 30, 2019 should be paid at the old rate. The wages earned for the period July 1, 2019 through July 5, 2019 should be paid at the new rate.

General wage increase effective July 1, 2020. The effective pay period is June 19, 2020 through July 2, 2020. Wages earned for the period June 19, 2020 through June 30, 2020 should be paid at the old rate. The wages earned for the period July 1, 2020 through July 2, 2020 should be paid at the new rate.

B. Implementation of General Wage Increase

New pay plans will be implemented centrally with the new hourly rate and bi-weekly salary effective with the pay period, at the proper time.

C. \$2,000 or Top Step Plus \$1,000 One-Time Payment

On the Timesheet Page: Amount; Time Reporting Code XMISP, use Comments if needed
On the Additional Pay Page: Amount; Earnings Code MPS use Reason if needed

D. Payment of Lump Sum(s)

On the Timesheet Page: Amount; Time Reporting Code XMISP
On the Additional Pay Page: Amount; Earnings Code MPS

Lump sum payments are subject to mandatory deductions; i.e., federal withholding and state income tax annualized, social security tax and retirement contributions and (if applicable) garnishments.

E. Shift Differential

On the Timesheet Page: Hours; Shift 1; Account 50180 or Hours; Shift 2 (Time and a Half); Account 50180 or Amount; Shift 3; Account 50180
On the Additional Pay Page: Hours or Amount; Earnings Code SD1 (Shift 1); Account 50180 or Hours or Amount; Earnings Code SD2 (Shift 2); Account 50180 or Amount; Earnings Code SD3 (Shift 3); Account 50180

F. Shoe Allowance

On the Timesheet Page: Amount; Time Reporting Code XSHUA
On the Additional Pay Page: Amount; Earnings Code SHU

G. On-Call/Standby Pay

On the Timesheet Page: Units; Time Reporting Code XOCBH
On the Additional Pay Page: Amount; Earnings Code OCA or Units; Earnings Code OC1

H. Home and Office Premium

On the Timesheet Page: Amount; Time Reporting Code XHOMA
On the Additional Pay Page: Amount; Earnings Code HOM

I. Home Garaging

On the Timesheet Page: Amount; Time Reporting Code XFRBA
On the Additional Pay Page: Amount; Earnings Code FRB

J. Auto Usage Fee

On the Timesheet Page: Amount; Time Reporting Code XAUTA
On the Additional Pay Page: Amount; Earnings Code AUT

K. Hazardous Duty

On the Timesheet Page: Units; Time Reporting Code XHDCH

On the Additional Pay Page: Amount; Earnings Code HDA or Units; Earnings Code HD3

L. Tuition Reimbursement - Union Fund

All pre-approved tuition reimbursement requests must be submitted to the Comptroller's Office, Management Services Division, Tuition and Travel Unit, on a CO-101 form, Application for Tuition Reimbursement. A receipt of payment and a copy of grades for courses taken should be attached to the CO-101 form. Tuition reimbursement requests without proper back-up documentation will be returned.

Note: Reimbursements cannot be made until the release of funding by the Office of Policy and Management. In the past, this funding was not made available to coincide with the implementation date of the contract provision. Please expect delays in reimbursements at the beginning of contract years.

M. Conference Reimbursement - Union Fund

Employees must complete Travel Authorization (CO-112) Form and submit to appropriate agency personnel for processing. The authorized CO-112 and back-up materials must be sent to the Comptroller's Office, Management Services Division, Tuition and Travel Unit, for review and approval.

After attending the conference, the employee must submit the reimbursement request on an Employee Payroll Reimbursement Form, CO-17XP-PR to the Comptroller's Office, Tuition and Travel Unit. Appropriate receipts must be attached to the CO-17XP-PR.

XIII. GENERAL

Questions may be directed as follows:

Contract Interpretation: Agency Human Resources Officers;

Memorandum Interpretation: Office of the State Comptroller, Administrative Services, 860-702-3440.

Payroll Procedures: Office of the State Comptroller, Active and Pension Payroll Services Division, 860-702-3447;

Tuition Reimbursement: Office of the State Comptroller, Administrative Services 860-702-3334.

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