

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OFFICE OF HIGHER EDUCATION ADMINISTRATORS  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 1588 OF  
CONNECTICUT COUNCIL 4, AFL-CIO**

**AND**

**BOARD OF REGENTS FOR HIGHER EDUCATION  
OFFICE OF HIGHER EDUCATION**

**July 1, 2016 to June 30, 2021**

**ARTICLE I  
RECOGNITION**

1.1 The Board recognizes Local 1588, A.F.S.C.M.E. as the exclusive bargaining agent for the administrative positions as certified by the Connecticut State Board of Labor Relations in Case No. SE-12069-Decision No. 2744.

**ARTICLE 2  
NON-DISCRIMINATION**

2.1 The Board and the Union recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of the Union and will not discriminate or in any way interfere with such rights or the exercise of such rights.

2.2 The Board and the Union shall continue their policy of not discriminating against any member of the bargaining unit in accordance with state and federal law.

**ARTICLE 3  
RIGHTS OF THE BOARD OF REGENTS**

3.1 Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy and programs; directing employees and determining professional assignments; the discipline and demotion of its employees, the relief from duty of its employees because of layoff or for other non-disciplinary reasons; the establishment of regulations not inconsistent with this agreement; the taking of all necessary actions to carry out its mission in emergencies.

3.2 The Board or its designee shall have the authority to develop, modify and alter rules and regulations which, from time to time shall be created and disseminated based on the best interests of the Office of Higher Education in carrying out its statutory responsibilities.

**ARTICLE 4  
UNION RIGHTS**

4.1 The Board shall provide the Union a list of all employees in the bargaining unit once a year upon request.

4.2 The Union shall furnish to each applicant who accepts employment a copy of the current collective bargaining agreement and/or provide the applicant the internet link to the current collective bargaining agreement.

4.3 If needed, a total of four (4) hours of release time per week shall be made available for the Union President and Executive Board for the purpose of handling grievances, training and carrying out other duties associated with the office. In the sole discretion of the Agency Head, additional time may be granted.

4.4 Members of the bargaining unit shall be permitted to attend scheduled quarterly meetings of Local 1588 for one hour without any loss or penalty provided that such attendance does not interfere with the discharge of their professional responsibilities. A minimum of two weeks' notice will be provided to management regarding said meetings. Permission to attend shall not be unreasonably withheld.

4.5 Management shall promptly notify the Union in writing of substantial changes of a duration lasting longer than three (3) months to the duties or responsibilities of any member in the bargaining unit.

**ARTICLE 5**  
**UNION SECURITY AND PAYROLL DEDUCTIONS**

5.1 Membership. Within thirty (30) calendar days after initial appointment to a position in the bargaining unit, or within thirty (30) calendar days after approval of this Agreement by the General Assembly, whichever is later, each employee shall become a member of the Union or shall pay to the Union a service fee, except for temporary employees within ninety (90) calendar days of hire. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to this article.

5.2 Deduction of Union Dues. Union dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer a form authorizing said deduction. The amount deducted shall be in an amount certified in writing by Local 1588 as the regular monthly dues. The amount deducted shall be remitted to the Council together with a list of employees and the amount being remitted. Any changes in the amount of Union dues to be deducted shall be effective as soon as practicable. No payroll deduction of Union dues shall be made for any payroll period in which earnings received are insufficient to cover the amount of such deduction.

5.3 Agency Service Fee. Within thirty (30) calendar days after initial appointment to a position in the bargaining unit, or within thirty (30) calendar days after approval of this Agreement by the General Assembly, whichever is later, each employee who is not a member of the Union shall pay to the Union a service fee, except for temporary employees within ninety (90) calendar days of hire.

**ARTICLE 6**  
**HOURS OF WORK**

6.1 Work Week. For members, hours of work are based upon position responsibility, as determined by the Agency Head. The work week consists of the number of hours of assigned responsibilities prescribed for state employees by statute, which may include evening or weekend work. The parties recognize that from time to time the fulfillment of professional responsibilities may necessitate service to the Office of Higher Education in excess of the required state commitment.

6.2 Hours. The standard workweek shall be forty (40) hours per week.

6.3 Compensatory Time. Board positions often require work beyond the minimum workweek. Compensatory time for extended hours of work on a workday or work on a legal holiday, a Saturday or Sunday may be accrued only upon the pre-approval of the Agency Head or his/her designee. Members shall be eligible for compensatory time only after working forty-five (45) hours in a pay week (as designated by the Business Office). Such compensatory time shall be earned at the closest hour increment. No member shall accrue more than five (5) days of compensatory time. Annually, on December 26, any outstanding compensatory time balances shall be reduced to zero (0) for each member. Compensatory time shall be treated as personal time if a member resigns from State service. An employee who is required to travel on employer business shall be reimbursed for meals in a manner consistent with the State Travel Regulations as promulgated by DAS.

6.4 When compatible with their professional responsibilities, staff may vary their office hours by sixty minutes daily on an irregular basis, but must provide notification of such to the Division Director and obtain such Division Director approval when practicable. Said variances must remain in the confines of 7:30 a.m. to 5:30 p.m. on the workday where the variance occurred. Such approval cannot be unreasonably denied.

6.5 Subject to applicable Department of Administrative Services' regulations and with the approval of the Agency Head, employees shall be permitted intermittent telecommuting in the event of an unforeseen circumstance.

6.6 Employees shall be permitted a voluntary reduction in schedule upon request if they are still able to meet their job responsibilities in doing so. A reduction shall encompass any schedule which is less than forty (40) hours per week. Any employee seeking said reduction shall make said request in writing to his or her Division Director with his or her proposed schedule. The Agency Head shall grant said request if (1) the employee's Division Director has determined that the reduction is feasible and (2) such work will not have a negative impact on the operation of the office. The Agency Head shall respond to any such request within twenty (20) workdays of the request. Any denial shall be accompanied by a reason for the denial. Denials shall not be arbitrary or capricious.

## **ARTICLE 7 PERSONNEL RECORDS AND FILES**

7.1 The Office of Higher Education of Higher Education shall maintain only one official file for each Office of Higher Education professional employee in a secure place designated by the Agency Head.

## **ARTICLE 8 DISCIPLINE**

8.1 No member shall be disciplined under this Agreement except for just cause. Discipline is defined as any written reprimand, suspension with or without pay or dismissal from service for just cause. Prior to imposing any disciplinary action, the appropriate Management official shall inform the Union and the member. Written charges must accompany any discipline.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

9.1 Definition. A grievance is defined as any difference or dispute arising from the application or interpretation of the terms of this Agreement. All grievances shall be in writing and filed within ten (10) working days of the act or omission complained of on a form to be developed by the parties. Such form shall require the specific identification of the section of this Agreement alleged to be violated, the specific relief requested, and an acknowledgment that the grievance has been filed within the appropriate time limit.

9.2 Grievant. The employee organization designated as the exclusive representative shall have the following rights: notice of the grievance; and the right to be present during any meeting at the Agency Head's level or above under the grievance procedure.

9.3 Time Limits. The time limits are of the essence and time limits specified in each step of the grievance procedure may be extended by mutual agreement.

9.4 Informal Resolution. The parties encourage attempts to resolve grievances without resort to the formal procedures outlined below.

9.5 Step 1. Management – the first line manager outside of the bargaining unit shall be that person employed with the Office of Higher Education or the Board. The grievance shall be filed with the Manager who supervises the employee who shall meet with the grievant within ten (10) calendar days of such submission. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

9.5.1 Step 2. Agency Head. Within fourteen (14) calendar days after the date of the Manager's answer or the date the answer was due, whichever is earlier, the grievance may be filed with the Agency Head or Designee, who will meet with the grievant within ten (10) calendar days after receipt of the grievance. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

9.5.2 Step 3. Arbitration (Method). Within ten (10) calendar days after the date of the Agency Head or Designee's answer, or the date the answer was due, whichever is earlier, the Union may submit an unresolved

grievance, except those related to vacancies, job postings, appointment, promotion, transfer, layoff, recall or merit pay to arbitration, but no individual employee may submit a grievance to arbitration. Timely filing shall be determined by U.S. Post Office mark.

9.6 Arbitration (Agency). The parties shall use the American Arbitration Association under that organization's rules which call for fees to be borne equally by the parties.

9.6.1 Authority of the Arbitrator. The arbitrator shall have no power to add to, subtract from, alter, or modify this agreement and make no award, inconsistent with federal or state law or departmental regulations.

9.6.2 The arbitrator shall render a decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties otherwise agree.

## **ARTICLE 10 COMPENSATION**

10.1 Compensation will be in accordance with Exhibit A attached hereto.

## **ARTICLE 11 INSURANCE AND RETIREMENT PLANS**

11.1 The parties hereby incorporate by reference the existing pension agreements entered into by the State of Connecticut and SEBAC on behalf of unit employees as of the effective date of this Agreement.

11.2 Insurance, retirement and disability compensation plans currently in effect will be continued in accordance with state-supported and/or approved plans.

## **ARTICLE 12 VACATIONS**

12.1 Entitlement. Members shall be entitled to a total of 22 workdays of vacation each calendar year, accrued at the rate of 1.833 days per calendar month of service.

12.1.2 Upon leaving state service after six (6) months of continuous service, a member shall receive a lump sum payment, based on the daily rate of pay, for accrued, but unused, vacation time.

12.2 Conditions. Vacation days taken by an employee shall be subject to prior approval of the immediate supervisor.

12.2.1 Earned vacation days may be carried over into the next calendar year to a maximum of one hundred twenty (120) days on any January 1<sup>st</sup>.

## **ARTICLE 13 HOLIDAYS**

13.1 Members shall be granted time off with pay for the following holidays if these holidays fall within their work year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

13.2 If a holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day granted by the state in lieu thereof, if one is so granted.

#### **ARTICLE 14 SICK LEAVE**

14.1 Accrual. All full-time members shall accrue sick leave with pay at the rate of one and one-quarter (1-1/4) working days per completed calendar month of continuous full-time service commencing with the date of initial employment. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month.

14.2 Conditions. Earned sick leave is granted to members for the following reasons; (1) incapacitation for duty; (2) dental or medical examinations or treatments for which arrangements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family, when as much as three (3) working days' leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, child or any relative who is domiciled in the member's household; (5) an emergency which requires the attendance or aid of the employee, then up to five (5) working days' leave per calendar year shall be granted; (6) as much as three (3) working days' leave per calendar year shall be granted to fulfill the obligation or traveling to, attending, and returning, from funerals of persons other than members of the immediate family, if granted by the Agency Head.

14.3 A medical certificate may be required to substantiate a request of sick leave for the following: any period of absence consisting of more than five consecutive working days; to support request for sick leave of any duration during annual vacation; leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

14.4 Donation of Leave Time. From time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation, sick or personal leave to a fellow bargaining unit and/or agency member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off. Such benefit shall be subject to review and approval by the Agency Head or his/her designee. The donation shall be made only in minimum units of one day (or the equivalent hours), which shall be the length of the standard workday (e.g. 8 hours).

#### **ARTICLE 15 PERSONAL LEAVE**

15.1 Three (3) days of personal leave with pay in full days in each calendar year shall be granted to each employee. To be eligible for personal leave members must have completed six (6) months of continuous full-time employment with the Board. Except in emergency situations, members who desire such leave shall request it from their immediate supervisor at least forty-eight (48) hours in advance. Personal leave not taken in a calendar year shall not be accumulated.

15.2 Court Leave. Any member who has jury duty shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all fees to Management. Any member who is subpoenaed as a witness in connection with a work related matter will receive full pay for the duration of the subpoena. In no instance shall such pay exceed an employee's regularly scheduled hours.

#### **ARTICLE 16 FURLOUGH DAYS**

16.1 In accordance with the provisions of SEBAC 2017, the parties agree that there shall be three (3) mandatory furlough days between July 1, 2017 and June 30, 2018. The value of the three furlough days shall be

spread over the period of time remaining after the ratification of the Agreement and June 30, 2018. The Agency will calculate the value of three (3) days based on the daily rate of pay for each member. The Agency will reduce each biweekly pay check throughout the period identified above for the members by a pro-rata share of the total value of the three furlough days that fall within said period of time. Employees shall identify and request the days that they'd like to observe as a furlough day. The requests shall be subject to prior approval of the Agency Head and shall not be unreasonably denied.

## **ARTICLE 17 OUTSIDE EMPLOYMENT**

17.1 Participation, with prior approval, in professional activities such as conferences or seminars shall be encouraged, consistent with agency obligations and financial limitations.

17.2 For such approved attendance, employees shall be reimbursed for mileage, meals, and lodging expenses in accordance with Standard State Travel Regulations, unless other arrangements are agreed upon between the staff member and the Agency Head.

17.3 Any member may undertake outside employment, including teaching at any institution of higher education with which the member's duties do not present a conflict of interest as determined by the State Code of Ethics.

## **ARTICLE 18 RETRENCHMENT**

18.1 Seniority. Seniority shall be defined as the continuous length of employment with the Office of Higher Education.

18.2 Insofar as possible under the circumstances, as determined by the Agency Head, the parties shall permit the process of attrition to effectuate the required reduction in staff.

18.3 Reassignment. If a reduction in staff is determined by the Agency Head to be appropriate, the Agency Head will make reasonable efforts to reassign the affected employee to another position within the agency unless restricted by law or contract.

18.4 Layoffs. When attrition and reassignment are insufficient or inapplicable methods of effectuating the required reduction in staff, bargaining unit members shall be laid off in accordance with the best interest of the Office of Higher Education and statutory mandates as determined by the Agency Head, following consultation with the Union. After seeking volunteers, the Agency Head shall consider seniority as well as other attributes of employment in determining layoff. When in the judgment of the Agency Head, employees considered for layoff possess substantially similar skills and ability, then the most senior employee shall be retained.

18.5 Professionals affected should be informed of layoff as soon as practicable, but no less than (6) months prior to the date of layoff.

18.6 In the event that the Office of Higher Education is merged into or with any other state entity during the life of this Agreement, the Office of Higher Education encourages and supports the successor employer in recognizing that this bargaining unit remain distinct and that the contract remain in effect.

18.7 Recall. Employee shall remain on a recall list one calendar year from the date of layoff. In the event of vacancy or new positions to be filled during such period, a laid off employee shall be granted preference when, as determined by the Agency Head, that individual has substantially similar skill and ability, as other applicants from inside or outside the Agency.

18.8 Filling of vacancies shall be based on the Board's statutory mandates and the best interests of the Office of Higher Education as determined by the Agency Head. Nothing herein contained shall require the recall of a laid-off employee if a more skilled or qualified candidate applies from outside the Office of Higher Education.

18.9 Job Security. In accordance with the provisions of SEBAC 2017, from July 1, 2017 through June 30, 2021, there shall be no loss of employment for bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

- a) Protection from loss of employment is for permanent employees and does not apply to:
  - i. Employees in the initial working test period;
  - ii. Those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
  - iii. Expiration of a temporary, durational or special appointment;
  - iv. Non-renewal of a non-tenured employee (except in unit where non-tenured have permanent status prior to achieving tenure);
  - v. Termination of grant or other outside funding specified for a particular position;
  - vi. Part-time employees who are not eligible for health insurance benefits.
- b) This protection from loss of employment does not prevent the Board from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 Agreement. An employee who is laid off under the rules of the implementation provisions in the SEBAC 2017 Agreement because of the refusal of an offered position will not be considered a layoff for purposes of the SEBAC 2017 Agreement.
- c) The Board is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.

## **ARTICLE 19 VACANCIES, JOB POSTING AND PROMOTION**

19.1 Vacancies. When a vacancy occurs, the Agency Head or a designee shall post it on the Agency website and notify all employees via email of the announcement.

19.2 Job Postings. As vacancies occur in the bargaining unit they shall be posted for a period of at least ten (10) calendar days concurrent with any search, except when the best interest of the Office of Higher Education requires otherwise.

19.3 Promotion. When in a pool of applicants from inside or outside the Agency, the Agency Head determines that internal candidates have substantially similar skill and ability as other applicants, the most senior employee shall be granted the position.

## **ARTICLE 20 LABOR-MANAGEMENT COMMITTEE**

20.1 Establishment. The Agency Head shall establish a Labor-Management Committee consisting of at least one member from outside the bargaining unit and the Union President or his/her designee. The Agency Head will notify the Union President in writing who he/she has designated as his/her representative. The Union President will notify the Agency Head in writing of his/her designee.

20.2 Authority. The Labor-Management Committee shall meet at least twice per calendar year and may discuss the following: training, parking, flex-time, career ladders, workplace violence prevention and diversity. This is not a comprehensive list, but any additions to this list must be by mutual agreement of the parties. If one party does not wish to include an item then that item cannot be discussed. Additional members to the committee may be added by mutual agreement.

20.3 Non-grievable/non-arbitrable. Nothing the Labor-Management Committee does or does not do is subject to the grievance or arbitration process.



**ARTICLE 21  
LONGEVITY CHANGES DUE TO SEBAC 2017 AGREEMENT**

21.1 April, 2018 longevity payments will be made in July, 2018.

**ARTICLE 22  
ENTIRE AGREEMENT**

22.1 This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

**ARTICLE 23  
SAVINGS CLAUSE-SEPARABILITY**

23.1 In the event that any provision of this Agreement, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court or agency of competent jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect.

**ARTICLE 24  
DURATION**

24.1 This Agreement shall be effective July 1, 2016 and shall continue and remain in full force and effective through June 30, 2021.

Dated in Hartford, Connecticut this 15<sup>th</sup> day of February, 2018.

For the Union

For the Board

Kelly Rommel 2/8/18  
Kelly Rommel, Staff Representative  
AFSCME Council 4

Mark E. Ojakian 2/14/18  
Mark E. Ojakian, President  
Board of Regents for Higher Education  
Connecticut State Colleges and Universities

Sean Seepersad 2/8/18  
Sean Seepersad, President  
AFSCME Local 1588

Keith M. Norton 2/13/18  
Keith M. Norton, Acting Executive Director  
Office of Higher Education

Christon Kurker-Stewart 2/8/18  
Christon Kurker-Stewart, Negotiating Team  
AFSCME Local 1588

Steven Weinberger 2/15/18  
Steven Weinberger, VP for Human Resources  
Board of Regents for Higher Education  
Connecticut State Colleges and Universities

*Scott Ciecko*

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Scott Ciecko, Negotiating Team  
AFSCME Local 1588

*Paula B. DeBarros*

*2/15/18*

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Paula B. DeBarros, Labor Relations Associate  
Board of Regents for Higher Education  
Connecticut State Colleges and Universities

*Katherine Scheuritzel*

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Katherine Scheuritzel, Negotiating Team  
AFSCME Local 1588

*Lisa Negro*

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Lisa Negro, Exec. Assistant II  
Office of Higher Education

**Exhibit A**

**COMPENSATION IN ACCORDANCE WITH THE PROVISIONS OF SEBAC 2017 AGREEMENT**

Members shall receive wage increases as follows:

Wage Package for five (5) years FY 17 through FY 21 (July 1, 2016 through June 30, 2021)

- a. Years 1 and 2: Hard Freeze
- b. Year 3: \$2,000 one-time payment (pensionable). One-time payments paid in July of 2018. One-time payment amount pro-rated for part-time unit employees.
- c. Years 4 and 5:

Effective with the pay period that includes July 1, 2019, all contractual employee rates of pay shall be increased by a general wage increase of 3.5%. In addition, each employee will receive a \$1,000 increase to his/her annual salary or 2.0% increase to his/her annual salary, whichever is greater, effective July 1, 2019;

Effective with the pay period that includes July 1, 2020, all contractual employee rates of pay shall be increased by a general wage increase of 3.5%. In addition, each employee will receive a \$1,000 increase to his/her annual salary or 2.0% increase to his/her annual salary, whichever is greater, effective July 1, 2020.

The salary minima and maxima for bargaining unit members in each one of the ten job classifications shall be as follows:

<b><u>Job Class</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Director	\$99,475	\$145,899
Associate Director	\$86,212	\$126,004
Senior Associate	\$72,948	\$106,109
Senior Consultant	\$63,665	\$92,845
Consultant	\$53,053	\$79,579
Associate	\$46,436	\$72,948
Executive Assistant 2	\$63,665	\$92,845
Executive Assistant 1	\$53,053	\$79,579
Executive Assistant	\$46,436	\$72,948
Professional Assistant	\$41,393	\$66,336

New hires and promotions from within are to be compensated at the discretion of the Agency Head.

**LONGEVITY:**

Effective July 1, 2011 new employees into this bargaining unit are not eligible for longevity payments at anytime unless that individual has military service which could count toward longevity under current rules.

Longevity payments will be as follows for all bargaining unit members:

<u>Years of Service</u>	<u>Percentage</u>
10 – 14	2.0%
15 – 19	3.5%
20 – 24	5.0%
over 25	6.5%

Semi-annual longevity lump sum payments shall be 50% of the longevity base which is calculated by applying the percentage corresponding to the years of service to the minimum salary range of the employee.

Semi-annual longevity lump-sum payments will be made on the first regular pay day following April 23 and October 24 of each year of the contract.