

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Labor Relations

September 6, 2017

GENERAL NOTICE NO. 2017-12-REVISED

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: State Police Lieutenants and Captains (NP-9) Bargaining Unit Contract Changes

The following summarizes the substantive changes contained in the 2016-2021 State Police Lieutenants and Captains (NP-9) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article 6 Union Security and Payroll Deductions

Section Four Modified to add language to ensure the Union complies with its obligation under *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) to provide an explanation of the calculation and an appeal process for “service fee” employees (i.e., those opting not to be a member of the Union based on the tenets of a religious sect).

Article 11 Layoff

From July 1, 2016 to June 30, 2021, no bargaining unit member shall be laid off.

Article 15 Compensatory Time

Modified to increase compensatory time from one (1) hour of compensatory time for each extra hour worked to time and one-half (1 ½) for each extra hour worked. Other minor clarifications made as follows:

In cases of emergencies, oral authorization or immediate activation shall suffice as circumstances dictate and recordation will be confirmed afterwards by a written authorization.

Extra time worked must be completed at an approved work location or at the scene of an incident.

Article 17 Compensation

Section One Modified to provide the following general wage schedules:

Effective the first day of the pay period following July 1, 2016 and continuing through June 30, 2019, each salary level in each covered classification, namely Lieutenant and Captain, shall be as follows (no increase—same pay rates as those effective 7/1/15):

Lieutenant

0-3 years in rank \$120,518

3+ years in rank \$124,762

5+ years in rank \$129,005

Captain

0-3 years in rank \$135,795

3+ years in rank \$140,039

5+ years in rank \$144,282

Effective the first day of the pay period following July 1, 2019, each salary level in each covered classification, namely Lieutenant and Captain, shall receive a 3.5% increase as follows:

Lieutenant

0-3 years in rank \$124,736

3+ years in rank \$129,129

5+ years in rank \$133,520

Captain

0-3 years in rank \$140,548

3+ years in rank \$144,940

5+ years in rank \$149,332

Effective the first day of the pay period following July 1, 2020, each salary level in each covered classification, namely Lieutenant and Captain, shall receive a 3.5% increase as follows:

Lieutenant

0-3 years in rank \$129,102

3+ years in rank \$133,649

5+ years in rank \$138,193

Captain

0-3 years in rank \$145,467

3+ years in rank \$150,013

5+ years in rank \$154,559

Section Two Added to provide that in each year of the contract, employees shall receive a 2% lump sum payment. This amount is deemed part of the employee's base compensation and was provided during their first contract as a trade-off for no overtime payments.

Section Three Added to provide that no employee will move to a higher salary level within his or her classification in each of the first three contract years (i.e., 2016-2017, 2017-2018, 2018-2019). However, each bargaining unit employee in each classification will continue to accrue years in rank so that in contract year 2019-2020, when each bargaining unit employee in each classification will advance to the salary level in each classification that corresponds to each employee's years in rank, it will be based on actual year in rank.

In addition, during the 2019-2020 and 2020-2021 contract years, each employee in each classification whose years in rank qualifies that officer for advancement to a higher salary level shall move to that salary level effective the first full pay period following the date of their appointment to the applicable rank in accordance with the 0-3, 3+ and 5+ salary levels.

Section Four Added to provide that in July 2018, each bargaining unit employee in the classification of Lieutenant and Captain shall receive a \$2,000 lump sum payment.

Section Five Added to provide that in the 2017-2018 contract year, in lieu of furlough days pursuant to the SEBAC 2017 Agreement, effective July 1, 2017, and for each month during the 2017-18 contract year, bargaining unit members shall accrue one-quarter (1/4) less sick days each month, for a total reduction of three (3) sick days during the year.

Article 19 Confidential Exclusions

Current language allows the Department a maximum of three (3) confidential exclusions from the complement of Lieutenants and Captains (e.g., Executive Aid to the Commissioner). Language modified to allow the Department to designate the assignments to which the exclusions may be assigned.

Article 21 Indemnification

Section Two Modified to extend uninsured/underinsured fleet coverage of \$1,000,000 to bargaining unit members. The State will cover Lieutenants and Captains in all instances where they are injured by a motor vehicle when the Lieutenant or Captain is outside of his/her assigned vehicle.

Article 27 Pregnancy, Maternal and Parental Leave

Section Three Conn. Gen. Stat. § 5-248a is eliminated and replaced by Conn. Gen. Stat. § 31-51kk, et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). 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 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 shall continue to be eligible for unpaid family leave as per current practice. FMLA qualified sick leave shall be calculated separately from the non-qualified sick leave available under the contract. Use of sick leave under this provision shall not be deemed an incident or occurrence under an absence control policy.

The exact language of this provision is being finalized.

Article 30 Vacation Leave Schedule

Modified to increase the number of vacation days that may be accumulated and carried over from one year to another for members promoted into the bargaining unit after 1/1/2012 from 60 to 70 days. The maximum accumulation for payout purposes shall remain at 60 days. Same language also modified in Article 35, Section One, Vacation and Personal Leave Maximum Accrual.

This modification is designed to prevent employees from using the additional accruals when they have built up the maximum number of vacation days. Instead of using the accruals each month, employees can accumulate them up to 10 days per year in order to take the additional 10 days, but cannot be paid out for them.

Article 31 Sick Leave, Personal Leave or Other Paid or Unpaid Leaves of Absence

Article 31 modified to provide that for contract year 2017-2018, in lieu of furlough days, NP-9 bargaining unit members shall accrue one-quarter ($\frac{1}{4}$) less sick days each month, for a total reduction of three (3) sick days during the year. If an employee terminates employment before June 30, 2018 without having provided the full benefit of the reduction, an appropriate adjustment shall be made to his accrual and/or final paycheck.

Article 32 Personal Use of Car

Modified to incorporate (as New Appendix B) the NP-1 zero tolerance policy regarding operating a state vehicle after consuming alcohol. This policy is designed to ensure that State Lieutenants and Captains drive their cruisers as safely as possible.

Pursuant to C.G.S. §§ 14-227a and 14-227b, no officer shall operate a state vehicle while under the influence of liquor or drugs. It is the policy of the Department that a zero percent tolerance policy be maintained with respect operating a state vehicle, under the influence of alcohol or drugs, except as otherwise provided.

The Employer shall have the right to direct the employee to submit to a breath test where there is reasonable individualized suspicion, as set forth under Article 40 "Employee Drug Testing."

Except when authorized by the Department for special assignments, an officer shall not operate a state vehicle on duty under the following circumstances: (a) The employee is consuming alcohol or drugs; (b) The employee has alcohol or drugs in his or her system.

The parties understand and agree that state vehicles are operated both on assigned duty and at other times and further that all officers shall be subject to all motor vehicle laws of the State of Connecticut and each officer will strive to act as an example for citizens of Connecticut and shall not ingest any intoxicants which will impair operation of the said vehicle.

Exceptions to this policy are that it shall not apply to the legal use of prescription drugs or over the counter medication being taken for any illness or injury, unless the employee is aware that the consumption of same would render the employee unfit for duty or operation of a motor vehicle.

When off duty and called to duty, each officer shall disclose to his/her immediate supervisor any aspect of their condition which may potentially place them in violation of this policy. The decision on whether to proceed to duty will be made by the supervisor.

The parties recognize that if a State Police Lieutenant or Captain is operating a state vehicle and is arrested, and in custody for violation of C.G.S. §§ 14-227a or 14-227b, the employee is deemed as a matter of law to have given his/her consent to submit to an approved chemical test (blood, urinalysis or breath test) for the purpose of evaluating their BAC level. The refusal to submit to the requested chemical test shall be deemed an irrebuttable presumption by the employee of being under the influence. If an employee refuses to submit to a request for blood (as allowed by law) it shall not be deemed an irrebuttable presumption the employee is under the influence.

Article 33 Longevity

There is no change to the schedule of semi-annual longevity payments paid in April and October of each contract year with the sole exception that the April 2018 longevity payment will be delayed until July 2018.

Article 36 Holidays

Sections One and Two Modified to identify the following holidays as “Premium Holidays” for which bargaining unit members shall receive compensatory time at the rate of time and one-half (1 ½) for each hour worked (in addition to holiday pay for the day): New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Unused compensatory time accrued in this manner shall not be payable to the officer upon retirement.

All other holidays are considered non-premium holidays. When an employee is scheduled to work on a non-premium holiday or is called into work on a non-premium holiday, he or she shall receive compensatory time. Unused compensatory time accrued in this manner shall not be payable to the officer upon separation from employment.

Article 41 Duration

Duration of the Agreement updated to cover the period of July 1, 2016 to June 30, 2021. Negotiations for a successor agreement to this Agreement shall commence within the timetable established under C.G.S. § 5-276(a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.

Appendix A Pay Plans

Pay plans updated consistent with the above changes to Article 17:

Effective 7-1-2016 to 6-30-2019 (date change only—same pay rates as those effective 7/1/15)

Lieutenant

0-3 years in rank \$120,518
3+ years in rank \$124,762
5+ years in rank \$129,005

Captain

0-3 years in rank \$135,795
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Effective 7-1-2019 (1st pay period following)

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5+ years in rank \$149,332

Plus 2% lump sum payments for all bargaining unit members in July 2019.

Effective 7-1-2020 (1st pay period following)

Lieutenant

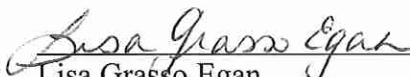
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Captain

0-3 years in rank \$145,467
3+ years in rank \$150,013
5+ years in rank \$154,559

Plus 2% lump sum payments for all bargaining unit members in July 2020.

Please use this as a guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at (860) 418-6447 or e-mail questions to Tammy.Kowalski@ct.gov.



Lisa Grasso Egan
Undersecretary for Labor Relations