

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-04

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Maintenance and Service Bargaining Unit (NP-2) Contract Changes

The following summarizes the substantive changes contained in the 2021-2025 Maintenance and Service (NP-2) 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

Dues Deduction/check-off Authorization: I hereby request and voluntarily authorize my employer to deduct bi-weekly from my earnings and transmit to CEUI/SEUI Local 511 an amount equal to the regular dues uniformly applicable to members

of CEUI/SEUI Local 511. This authorization shall remain in effect unless I revoke it by sending written notice via U.S. mail to CEUI/SEUI Local 511 during the period not less than thirty (30) days and not more than forty-five (45) days before (1) the annual anniversary date of this agreement or (2) the date of termination of the applicable contract between the employer and CEUI/SEUI Local 511, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless I revoke it in writing during the window period, even if I have resigned my membership in CEUI/SEUI Local 511. This authorization is voluntary and is not a condition of my employment, and I can decline to agree to it without reprisal. I understand that all members benefit from everyone's commitments because they help to build a strong union that is able to plan for the future.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Treasurer of the Union no later than fifteen (15) days after the payroll period in which such deductions are made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's Political Action Fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

Section Eight. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

Section Nine. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

Section Ten. The State employer agrees to continue voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept separate and consistent with federal and state law on this subject.

Section Eleven. See Addendum A

Section Twelve. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union's Office Administrator and shall include the new bargaining unit member's work location.

Section Thirteen. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.

Article 7 Union Rights

Section Nine. Strike Orientation and Training language due to the inclusion of training language in the new Article 6.

Article 15 Transfers

Section Seven. Revised sign-up and location of list concerning Department of Transportation lateral transfer list process.

Article 16 Grievance Procedure

Section Six A. Changed language. Terminations, Demotions, Major Suspensions, Reprimands/written warnings, and Contract Interpretation Issues. Rules set forth process and procedure for grievances concerning such. **B.** Changed language. Electronic/virtual transmission of grievance appeals to Step III. Rules set forth process and procedure for grievances concerning submission to Step III.:

- A. Terminations, Demotions, Major Suspensions, Reprimands/written warnings, and Contract Interpretation Issues: Grievances concerning (i) terminations, (ii) demotions and (iii) unpaid suspensions of ten (10) or more days shall be submitted to a single arbitrator in accordance with the procedures set forth below:

- 1) Submission. Submission shall be in accordance with Article 16, Section Six B, or by certified letter, postage pre-paid, to the Office of Labor Relations in the event that electronic submission is not possible.
- 2) Selection of Panel. The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
- 3) Costs. The parties shall share equally in the expenses of the arbitrator.
- 4) Assignment of Cases. Cases shall be assigned on a random basis to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. The parties shall determine the process for random selection. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator if pending in OLR's docket for hearing.
- 5) Removal of Arbitrator. Either party, upon written notice to the other between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.
- 6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
- 7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same. Additionally, the parties via memorandum of agreement (refer to MOA for "Speed Trials") agree to resolve the backlog of pending arbitration cases through "speed trials".
- 8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.
- 9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.
- 10) Arbitrator's Authority. With respect to all grievances submitted to arbitration, the arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than sixty (60) calendar days prior to the date a grievance was submitted at Step 1. The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment
- 11) Decision Final and Binding. In all such cases, the arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sections 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

- 12) Witnesses. The State will continue its practice of paid leave time for necessary witnesses of either party.
- 13) Hearings. All arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.
- 14) Transcript. Either party may request the presence of a Court reporter and bear the costs thereof.
- 15) In the event that a Grievant is represented by outside counsel for an arbitration, the Union shall receive notice of the scheduled hearing dates and receive a copy of the Arbitration award.

B. Electronic/virtual Transmission of Grievance Appeals to Step III, Corresponding Grievance Answers, and Appeals to Arbitration

Electronic/virtual Transmission of Grievance Appeals to Step III, Corresponding Grievance Answers, and Appeals to Arbitration. The parties agree to the following concerning grievance appeals and submissions to the Office of Labor Relations and to Arbitration:

The Union will transmit grievance forms, in PDF format, to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email. This is in lieu of the current practice of certified letter, postage pre-paid grievance submissions to the Office of Labor Relations.

The Office of Labor Relations shall send Step III conference notices and Step III answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union agrees to acknowledge receipt of such transmissions by responsive email. This is in lieu of the current practice of facsimile transmission of conference scheduling notices and USPS transmission of Step III answers.

The Union shall submit grievances that fall under Article 16, Section 6, to arbitration to the same dedicated email address in PDF format. Said transmissions shall be directed to the OLR staff person assigned the responsibility of scheduling arbitrations. The Office of Labor Relations shall acknowledge receipt of said arbitration appeals by responsive email. This is in lieu of the current practice as prescribed by contract of submission via certified mail, postage prepaid to the Undersecretary of Labor Relations.

Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations, shall not be negatively impacted by this Agreement.

The dedicated email addresses shall be communicated to each party and by reference shall be considered incorporated herein. The date the recipient of any electronic transmissions receives the transmission shall determine whether said submission was timely as required by the Contract. Nothing in this agreement shall be construed as modifying the contractual requirements regarding grievance submissions at Step I and II.

Section Nine. Added language regarding reclassification panel including brief statement of facts supporting the decision.

Article 20 Compensation

Section One. General Wage Increases.

(a) Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit, and for employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired.

(b) Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

(c) Effective July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

(d) Special Lump Sum Payments.

Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of \$2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of \$1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

Section Two (a).

- Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit, and to eligible employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired. Those employees eligible for a top step bonus shall receive such payments when increments are paid.

- Effective July 1, 2022 bargaining unit employees shall receive annual increments and top step lump sum payments.

- Effective July 1, 2023 bargaining unit employees shall receive annual increments and top step lump sum payments.

Section Three. (a) The Safety Shoe allowance provided under Article 19 (Safety) shall be \$135.00 (one-hundred thirty-five dollars).

Effective July 1, 2022, the Safety Shoe allowance shall be increased by \$10.00

Effective July 1, 2023, the Safety Shoe allowance shall be increased by \$10.00

Article 23 Shift and Other Salary Differentials

Section One. Added increase in shift differential payment to \$1.00 effective July 1, 2022 and \$1.10 effective July 1, 2023.

Section Four. Weekend Differential. Added increase in weekend differential payment to \$.70 effective July 1, 2022 and \$.80 effective July 1, 2023.

Section Six. (b) Specified employees with fire and crash standby assignments specifically at the Connecticut Airport Authority.

Article 25 Scope/Objective Job Evaluation (OJE)

Deleted language referencing Master Evaluation Committee (MEC).

Additionally, provided increases to job specifications and agreed upon studying specific classes as follows:

- o **QUALIFIED CRAFT WORKERS (ALL PARENTHETICALS),**

Increase all QCW parentheticals one (1) salary group, utilizing the round-up methodology, the first pay period following July 1, 2022. QCW Welders shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

- o **WATER POLLUTION CONTROL (ALL CLASSIFICATIONS IN SERIES),**
- o **WASTEWATER TREATMENT (ALL CLASSIFICATIONS IN SERIES),**

Increase all WPC classifications at UConn and Water Systems Operator classifications at DMHAS one (1) salary group, utilizing the round-up methodology, the first pay period following July 1, 2022. WPC classifications at UConn and Water Systems Operator classifications at DMHAS shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

- o **POWER PLANTS (ALL CLASSIFICATIONS IN SERIES AND ELECTRONIC INTEGRATED CONTROLS SYSTEMS TECHNICIANS),**

Increase all Power Plant classifications [Power Distribution Electrician, Electronic Integrated Control Tech (Industrial controls), Power Plant Operator Trainee, Power Plant Operator 1, Power Plant Operator 2, Lead Power Plant Operator, Power Plant Supervisor, Power Plant Operator - Energy Center, Power Plant Operator-Energy Center, Boiler Tender, Stationary Engineer, Lead Stationary Engineer, and Supervising Stationary Engineer] one (1) salary group, utilizing the round-up methodology, the first pay period following July 1, 2022. Power Plant classifications specific to UConn Storrs [Power Distribution Electrician, Electronic Integrated Control Tech (Industrial controls), Power Plant Operator Trainee, Power Plant Operator 1, Power Plant Operator 2, Lead Power Plant Operator, Power Plant Supervisor], shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

o **TRANSPORTATION MAINTAINERS (ALL CLASSIFICATIONS IN SERIES),**

1. Inactivate DOT 1 salary group classification as initial hire salary group for Transportation classification hires and utilize DOT 2. [Change specifications accordingly.] Increase incumbent DOT 1 to DOT 2 effective, the first pay period following July 1, 2022, whereby they would move up to SG 16 Step 1.
3. Increase DOT 2, two (2) salary groups to SG 16, utilizing the round-up methodology, the first pay period following July 1, 2022.
4. Increase DOT 3, two (2) salary groups to SG 18, utilizing the round-up methodology, the first pay period following July 1, 2022.
5. Increase DOT 4, one (1) salary groups to SG 19, utilizing the round-up methodology plus and additional step movement, the first pay period following July 1, 2022.
7. Increase TSAs to 40 hour work week, the first pay period following July 1, 2022. * inclusive of red-circled “clerks” operating in the same capacity as TSAs and TMAs. FM pay plan.
8. Increase TMAs to 40 hour work week, the first pay period following July 1, 2022. * inclusive of red-circled “clerks” operating in the same capacity as TSAs and TMAs. FM pay plan.

o **TELEPHONE OPERATORS**

Telephone Operator classifications specifically at UConn Health shall have an OJE study conducted between July 1, 2022 and July 30, 2022.

Article 26 Temporary Service in a Higher Class

Section One. Added new approval language for TSHC, “...and/or their designee in addition to being approved by the Office of Policy and Management (OPM) Budget Division, to the extent applicable.”

Section Four. Added “designee” to Commissioner of Administrative Services for approval of the assignment.

Section Five. Added “designee” to Commissioner of Administrative Services for approval of the assignment.

Article 42 Meals Policy

Section Two. Added increase in meal allowance whereby Effective July 1, 2022 the meal allowance shall be increased for dinner by \$1.00 from \$16.00 to \$17.00.

Article 49 Change Article title to ~~Snow and Ice~~ Winter Maintenance Operation Assignments

Article 50 Change Article title to Availability of Employees with a Winter Maintenance Operation ~~Snow and Ice~~ Assignment During Off-Duty Hours

Article 55 Vehicle Assignments/Phone Calls

Section Six. Added increase in On-Call/Standby Pay to \$1.25 effective July 1, 2022 and \$1.50 effective July 1, 2023.

Article 65 Duration of Agreement

Changed Agreement effective July 1, 2021 through June 30, 2025.

4th Year Wage Reopener (FY25) – GWI AND AI.

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 20 (Compensation), Section One, (General Wage Increase) and Section Two, (Annual Increments and Lump Sum) only. All other provisions shall remain in full force and effect.

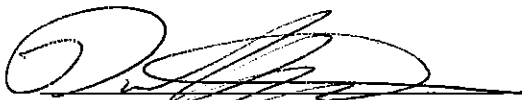
MOU Concerning Connecticut River Ferry Services

Revision of the Department of Transportation, River Ferry Services Agreement concerning alternate work assignments of the Ferry Services personnel.

MOU Concerning Grievance Backlog “Speed Trials”

Implementation of “speed trial” process to help resolve the back log of NP-2 bargaining unit cases that were filed on or before January 1, 2020 that involve suspensions of 10 days or less and contractual interpretation cases.

Please use this as a guide while we finalize the actual contract. Agency Labor Relations Designees may e-mail questions to Tammy.Kowalski@ct.gov.



David Krayeski
Acting Undersecretary for Labor Relations