



# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

## Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-05

**TO:** Labor Relations Designees

**FROM:** Office of Labor Relations

**SUBJECT:** Administrative Clerical (NP-3) Bargaining Unit Contract Changes

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The following summarizes the substantive changes contained in the 2021-2025 Administrative Clerical (NP-3) 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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<sup>1</sup>.

**Contract Cover and Preamble - Deleted Locals: 355, 538 and 562**

### **Article 1 Recognition**

**Section Two (d)** Deleted the current definition of a provisional employee: "A provisional employee is an employee who has been appointed to a permanent position pending State examination or examination results."

### **Article 7 Union Security and Payroll Deduction**

**Section One.** Consistent with labor laws and precedent, During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union ~~which has been~~ 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 ten (10) business days of receipt, the union shall notify the corresponding agency payroll offices, in writing, of any revocations of said

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<sup>1</sup> Strike-out language is to be deleted and underlined language is the new language.

authorizations and the effective date of the same. Union dues shall be deducted by the State Employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

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 unions 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 collective bargaining agreement accordingly.

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction.

I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

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 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. An employee who fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.

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. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than non-payment of Union dues.

The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and the State, provided that the employee submits such objection in writing to the Union.

Section Five. The amount of dues or agency service fees 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 Union's designee as soon as practicable after the payroll period in which such deductions are made. shall be remitted to the treasurers of the clerical local organizations as soon as practicable after the payroll period in which such deductions are made together with a list of employees for whom any such deduction is 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 the process outlined in Section Two above.

Section Seven Six. No payroll deduction of dues or agency service fees 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 Seven. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.~~

**Section Eight.** The State Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues ~~or agency service fees~~, provided any such payroll deduction has been approved by the State in advance.

~~Section Nine. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union agency fees or to rebate to employees any portion of such fees properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages and deductions by paying the State for said damages and deductions. The Union shall indemnify the State and hold it harmless for any liability or damages incurred by the Employer by paying the State for said damages and deductions for compliance with this Article.~~

**Section Ten. 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 same email address that the quarterly report in Section Eleven, below, is sent to AFSCME NP-3 Representatives and shall include the new bargaining unit member's work location. The State will continue to allow for voluntary payroll deductions for the Union's political action organization.

**Section Eleven.** 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 the 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.

**Section ~~Twelve~~ Eleven.** The State will send a quarterly list to AFSCME Council 4 of the names, employee numbers, classifications, addresses and starting dates of bargaining unit members hired and/or rehired during the period. Where practicable, work location for these employees shall be included. This quarterly list shall also include the names of the bargaining unit members who have resigned or been separated from State service.

## Article 8 Union Rights

**Section Nine. Union Business Leave.**

(1) Official delegates to the biennial AFSCME Convention shall be granted leave without loss of pay or benefits for five (5) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Undersecretary for the Office of Labor Relations at least ~~twenty-one (21) thirty (30)~~ days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

(2) Each contract year, official delegates to the annual Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled not to exceed three (3) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Undersecretary for the Office of Labor Relations at least ~~twenty-one (21) thirty (30)~~ days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

~~Section Ten. Orientation. Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.~~

## Article 9 Personnel Records

**Section Two.** An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file other than preemployment material or other material that is confidential or privileged under law. The State Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union shall have access to any employee's records upon presentation of written authorization by the appropriate employee. If the personnel file is maintained electronically, the employee will be given an electronic verification code and/or electronic link to view their personnel file for a period of (24) twenty-four hours.

### Section Three.

If an employee fails to attend a meeting scheduled for the delivery of derogatory material, the document(s) may be sent to the employee's email address on record in CORE or on file, and to the employee's home address on record by certified mail with a copy ~~mailed~~ emailed to the Union AFSCME Staff Representative and/or Service Representative and then placed in the personnel file. This provision shall not apply if the employee has requested that the meeting be rescheduled within a reasonable time to allow the attendance of the Union steward.

## Article 11A Tuition and Conference Funds

**Section One. Conference Fund.** (a) In ~~2021-2022~~ 2016-2017, there shall be no ~~monies~~ new money appropriated to finance attendance at workshops, seminars or conferences by employees. In Effective July 1, 2022, and each remaining year of this contract, there shall be \$30,000 appropriated to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. Such workshops, seminars or conferences must be educational and beneficial to the

employee and the agency and shall not include steward training. A maximum of \$400 shall be allotted for any one attendance, each contract year. The parties may, by mutual agreement, adjust the maximum dollar limit for subsequent contract years. No employee will attend more than two (2) conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

**Section Two. Special Programs Fund.** The Union, the State or an agency may sponsor or develop programs to assist employees in such areas as skill enhancement, examination preparation or career development. There shall be \$12,500 appropriated in the last ~~three (3) four (4)~~ years of the contract to support the development and offering of such programs. In the first year ~~(2021-2022) (2016-2017)~~, there shall be no monies appropriated.

Use of these funds shall be subject to approval by the joint training committee described in Section Three of Article 11. The funds may be expended for printing or other duplication costs, purchase and development of audio-visual materials, mailing, rental of facilities, stipends for instructors or technical assistants, or any other items related to the development or offering of the programs. Funds not expended in one year may be carried over to the next, but not beyond June 30, ~~2024~~2021, or shall be transferred to the tuition reimbursement account at the Union's request after discussion with and notice to the Office of Labor Relations.

**Section Three. Tuition Reimbursement.** (a) Any employee who has completed the initial working test period and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of ~~twelve (12) eighteen (18)~~ credits or the equivalent per year. An employee applying for tuition reimbursement must submit the appropriate forms to the Agency's tuition reimbursement coordinator not less than two (2) weeks prior to the start of the course. Applications may be found at <https://portal.ct.gov/DAS/Lists/Human-Resources-Business-Rules-and-Regulations/Benefits/Professional-Development-Tuition-Reimbursement>. Incomplete or incorrect applications shall not be accepted, but shall be returned to the Employee. Applications which are complete and correct shall processed on a first come, first served basis, until all of the allocated funds are committed. Any additional applications shall be placed on a numbered waiting list according to date received. Within thirty (30) days of receipt of an application, the Agency shall notify the Employee in writing that the application has been approved, denied or placed on the waiting list, indicating its assigned number. Late applications shall be reviewed by the parties for compelling circumstances consistent with the current practice,

Full tuition reimbursement equal to 75% of the per credit rate for undergraduate and graduate courses, however such reimbursement shall not exceed the actual cost of each course. The Employee shall submit the documents necessary for reimbursement as expeditiously as possible, following completion of the course(s). For purposes of this Section, tuition reimbursement means any fees payable to the educational institution, except textbooks. It is understood that the employee must successfully complete the course in order to be reimbursed. Request for payment to the employee under this subsection shall be processed upon submission of receipts and/or records to the Education Committee. There shall be a maximum limit of twelve (12) credits per employee per contract year, on a first come first serve

~~basis. \$1200 tuition reimbursement in each year of the contract.~~ This maximum dollar limit may be adjusted in subsequent contract year(s) by mutual agreement of the parties.

(b) ~~Effective July 1, 2022, there~~ shall be ~~\$250,000~~ \$200,000 appropriated in ~~the last four each~~ years of this contract for the purpose of tuition reimbursement. ~~In the first year, there shall be no monies appropriated.~~ Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the tuition reimbursement fund will expire on expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

(d) The reimbursement per credit shall be as follows:

(1) For credit courses at accredited institutions of higher education, ~~seventy-five (75%) one hundred (100%)~~ percent of the cost of tuition, laboratory fees and community college service fees ~~up to a maximum of \$115 per credit~~ for undergraduate courses and ~~\$145 per credit~~ for graduate courses.

(2) For other courses or programs, there shall be ~~seventy-five (75%) fifty (50)~~ percent tuition reimbursement ~~to a maximum of \$57.50 per credit~~ for undergraduate courses and ~~\$72.50 per credit~~ for graduate courses.

#### Section Four.

(a) The current tuition waiver programs between The Connecticut State University system, the Community Technical College and the Union will remain in effect for the duration of this agreement unless mutually agreed upon by both parties. Attached as Appendix \_\_\_\_\_.

(b) The current tuition waiver program between The University of Connecticut and the Union (specifically University of Connecticut Storrs employees and regional campuses) will remain in effect for the duration of this agreement (Attached as Appendix \_\_\_\_\_). This tuition waiver program is not available for University of Connecticut Health employees.

#### Article 12 Working Test Period

**Section Three** At any time during the Working Test Period, after fair trial, the appointing authority may remove any employee, if, in the opinion of such appointing authority, the Working Test Period indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuance in such position. ~~The name of any employee so removed, but who is considered to be suitable for employment in some other department, agency or institution, may be restored to the employment list. For the purposes of this Section any employee who has served part of a Working Test Period in a position in the State service who is, pursuant to examination, appointed to, and serves part of a Working Test Period in, a position in a higher classification in a field of work directly related to his/her prior position, from which new position he/she is dismissed, shall, at his/her option, be reappointed to the position which he/she first had and his/her service in the Working Test Period for such position shall be deemed to include the time spent in the Working Test Period for the higher position.~~

**Section Four.** The Working Test Period may, with the approval of the ~~Commissioner of Administrative Services~~ or designated management official within the Agency, be extended on an individual basis for a definite period of time. Normally, such extension shall not exceed three (3) months, but in exceptional circumstances there may be an extension of up to six (6) months.

#### ARTICLE 14 ORDER OF LAYOFF AND REEMPLOYMENT

~~Section Ten. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State of its right to contract out. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the assignment of bargaining unit work to non-bargaining unit employees.~~

~~The State employer will be deemed in compliance with this Section if:~~

- ~~(1) the employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform with no reduction in pay; or~~
- ~~(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.~~

#### Article 15 Grievance Procedure

**Section Two. Format.** A grievance shall be filed on mutually agreed upon forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the controlling contract provision, (e) the remedy or relief sought. In the event a form filed is unclear or incomplete and not in compliance with this Section, the grievant shall be so informed and asked to correct the grievance form. If it remains unclear, the State Employer shall make its best efforts to handle the grievance as he/she understands it. A grievance may be amended up to and including Step III of the procedure so long as the factual basis of the complaint is not materially altered. This shall be submitted electronically to the designated email address the Agency provides. The Agency will confirm receipt electronically.

#### Section Three. Grievant.

The State will continue its practice of paid leave time for current State employees who are witnesses of either party at all steps of the grievance procedure. The witness shall provide advance notice to their supervisor.

#### Section Six. The Grievance Procedure.

**Step I. Subagency Designee.** A grievance ~~must~~ may be submitted electronically (to a designated email address) within the thirty (30) day period specified in Section Five to the office which the agency head has established as the subagency level for handling grievances.

If the agency head does not establish a subagency level for handling grievances, the grievance shall be presented to the employee's first management-level supervisor in the chain of command who is outside the bargaining unit. A meeting shall be held with the Union representative and/or the grievant and a written response issued within ~~twenty-one (21) fourteen (14)~~ days after such meeting but not later than ~~twenty-eighty (28) twenty-one (21)~~ days after the submission of the grievance.

**Step II. Agency Head or Designee.** When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee electronically (to a designated email address), within seven (7) days of the previous response. In addition, the following matters shall be submitted directly to Step II: agency institutional grievances, grievances alleging a violation of layoff or bumping procedures under Article 14.5;

Grievances ~~grievances~~ concerning disputes over an employee's job classification are filed in accordance with ~~under~~ Article 15 A, ~~or Article 19.~~

Within thirty (30) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within twenty (20) ~~ten (10)~~ days thereafter.

**Step III. Undersecretary for the Office of Labor Relations or Designee.**

Said Undersecretary or his/her designated representative shall hold a conference within sixty (60) days of receipt of the grievance and issue a written response within forty-five (45) ~~thirty (30)~~ days of the conference, unless mutually agreed to extend to another date.

**Submission of Grievances:**

- (1) 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 grievance by responsive mail. This is in lieu of hard-copy physical delivery or USPS delivery.
- (2) The Office of Labor Relations shall send the Step 3 conference notice and the Step 3 answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union will acknowledge receipt of such transmission by responsive email. This in lieu of facsimile transmission of conference scheduling notices and USPS transmission of Step 3 answers.
- (3) The Union shall submit grievances that fall under Article 15, Section Six, to arbitration to the same dedicated email address in PDF format. Said transmission shall be directed to the Office of Labor Relations staff person assigned the responsibility of scheduling arbitrations (currently Tatiana Homes). The Office of Labor Relations shall acknowledge receipt of said arbitration appeal by responsive email. This is in lieu of certified mail, postage prepaid to the Undersecretary of Labor Relations.

- (4) 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.
- (5) The date of the receipt, of any electronic transmission shall determine whether said submission was timely as required by the contract.

#### Section Ten. Arbitration.

A.

1. Submission. Submission shall be filed electronically (to a designated email address) by certified letter, postage pre-paid, to the Office of Labor Relations.
2. Selection of Panel. The Parties shall establish a panel of ~~seven (7)~~ arbitrators selected by mutual agreement.
5. Removal of Arbitrator. Effective July 1, 2021, each Arbitrator appointed to the panel will be subject to the following:
  - (1) Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.
  - (2) Each party retains the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.
  - (3) In such cases, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.

Either party, upon written notice to the other, ~~between March 1<sup>st</sup> and March 10<sup>th</sup> of each contract year~~ may remove an arbitrator(s) once per contract year. By April 1<sup>st</sup> the parties will have a reconstituted mutually agreed upon panel of ~~seven (7)~~ arbitrators for the succeeding contract year.

7. Pending Cases. The parties agree, ~~immediately upon legislative approval of this Agreement, if not beforehand,~~ to meet and discuss quarterly, if necessary, on the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.
9. Postponements. ~~In any individual arbitration case, each party will be allowed one postponement. Thereafter, p~~ Postponements shall be by mutual consent of the parties.

#### Section Fourteen.

(c) Examination through DAS JobAps. Section Fifteen. The procedure for handling appeal of rejection from admission to examination shall be in accordance with CGS Section 5-221a; ~~reproduced as Appendix E of this Agreement,~~ and any regulations or procedures issued to

implement that statute. The State reserves the right to modify this procedure. The Union shall be promptly notified of any revisions.

**Section ~~Seventeen~~ Eighteen. The State and the Union recognize the necessity to fill out the permanent panel of arbitrators. Effective with the Legislative approval of this Agreement the parties shall agree upon the arbitrators** to serve on the NP-3 arbitration panel. An arbitrator who is new to the NP-3 panel may be removed from the panel by either party after he/she issues the first, second or third award, and be replaced with another jointly agreed upon arbitrator, with the same conditions.

#### **Article 15 A    Reclassification Grievance**

**The existing procedures for handling appeal of rejection from admission to examination shall remain in force. The existing procedures for handling disputes over reclassification (including Temporary Service in a Higher Classification) shall remain in force, except as modified below:**

**Step 1 – The first step of the reclassification grievance shall be the Commissioner of Administrative Services (DAS), and/or designee or Human Resources Director. The DAS Human Resources Business Partner or Human Resources Director from the Agency in which the grievant is employed, will hold a meeting with the Union, the grievant, and any witnesses. A written response which shall include a brief statement of facts supporting the decision, will be issued within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.**

**Step 2 (Panel) – An unresolved reclassification grievance may be appealed to the DAS Classification Panel within seven (7) working days of receipt of the Step 1 response or its due date. The Classification Panel shall hold a virtual conference on a date mutually agreed upon by the State and the Union and issue a written response within thirty (30) calendar days of the conference. The Classification Panel shall be comprised of two (2) HR professionals, one of whom shall serve as Chairperson, and one designee from the Union, all of whom shall be experienced in job classification. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing and include a brief statement of facts supporting the decision signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with merit system conditions.**

#### **Article 16    Dismissal, Suspension, Demotion or Other Discipline**

**Section Four.** Written notice of dismissal, suspension or demotion shall be sent to the employee by certified mail, **electronically** or served in person. Such written notice shall state the reason(s) for the disciplinary action, the effective date(s) and notice of the right of appeal. The Employer will **email a scanned copy to** notify AFSCME Council 4 **Staff Representative and/or Service Representative (Attention: NP-3 unit) by certified mail** of any dismissal, suspension or demotion within twenty-four (24) hours of the written notice to the employee.

**ARTICLE 17 HOURS OF WORK, WORK SCHEDULES AND OVERTIME**

**Section Four.** ~~During the life of this Agreement, t~~ The establishment or disestablishment of nonstandard workweeks or work schedules shall be consistent with Section 5-238 and the regulations appurtenant thereto, except that:

**Section Six.**

In addition, the State and the Union shall continue to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union. Implementation, evaluation and continuation of flextime programs shall be a subject for the Labor Management Committees. In addition, the State and the Union shall continue to cooperate in programs to determine the feasibility of telework pursuant to the SEBAC Telework Policy. ~~parties will participate in the state-wide Committee initiative agreed to in SEBAC 2017 to discuss alternative work schedules and compressed work schedules. The NP-3 unit will not participate in telecommuting.~~

**Section Nine. Overtime**

(c) Where a primarily non-hazardous duty bargaining unit includes both essential and/or level 1 and non-essential and/or level 2 employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, an essential employee, required by the Employer to report to work outside the home during a period when other bargaining unit members are paid but relieved from work due to a closing, shall receive straight time compensatory time for the hours worked during the employee's normal shift where the State has been ordered closed.

Section Thirteen. In agencies whereby dispatch services are provided by Telecommunications Dispatchers and/or Telecommunications Operators said NP-3 Dispatches shall be allowed to swap scheduled shifts with other NP-3 Dispatchers with the same title/job class at the same worksite. The manager and/or manager's designee shall review and either approve or deny the swap request. All hours worked within the associated swap will be paid at straight time. Swaps will not be approved for any employee in a working test period. The Swap Policy may be discussed as an agenda item at Labor Management meetings.

**ARTICLE 18 TEMPORARY SERVICE IN A HIGHER CLASS**

Section One. Temporary Service in a Higher Class is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level. Eligibility for temporary assignment to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job

specification. Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are subject to the approval of the Secretary of the Office of Policy and Management (or designee).

An extended assignment constituting Temporary Service in a Higher Class is one which is expected to last more than thirty (30) consecutive working days.

**Section Two (a).** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work, subject to review and approval by DAS, and OPM as indicated above. Payment shall be retroactive to the first day of such service at the rate of the higher class as if promoted thereto.

**(b).** An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form a long with copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services, or designee, in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 15.

**(c).** If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority immediate reassignment to his/her former position. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former position occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first (31) consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

**(d).** In the event the Commissioner of Administrative Services, (or designee), disapproves the requested assignment, on the basis of his/her judgement that the assignment does not constitute temporary service in a higher class the employee may continue working as assigned, or may request reassignment to his/her former position.

In the event the Secretary of OPM (or designee) disapproves the refill or establishment of a position that would facilitate payment, the duties forming the basis if the Agency's request for TSHC payment shall be removed immediately. If the employee continues to work as assigned, the employee shall have recourse for TSHC payment.

If reassignment is granted by the appointing authority, the employee may appeal for TSHC compensation if the duration of the period of actual work performed at the higher level exceeded 30 consecutive working days prior to the reassignment. If reassignment is denied

by the appointing authority, the employee may appeal for TSHC compensation once the duration of actual work performed at the higher level exceeds 30 consecutive working days.

For any of the scenarios outlined in this section (d) the employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Nothing in this Section is intended to preclude as individual employee from making separate claims for reclassification and/or temporary service coverage, with recourse under the reclassification procedure but not under the grievance and arbitration procedure. In any such case in which as employee makes separate claims, the effective date of the assignment shall represent the retroactive payment date for remedy, should the employee prevail in either appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

~~If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Article.~~

~~Section Four. Temporary assignments to a higher class for periods of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.~~

~~Section Five. Temporary assignments to higher classifications shall not be used to circumvent the merit system. Therefore, when a temporary assignment has been made to a vacancy in a permanent position, upon approval from the Office of Policy and Management to fill the position, any permanent appointment shall be made in accordance with merit system requirements including the use of a certified list for appointments to competitive positions.~~

~~The exclusive forum for resolution of claims under this section shall be a conference with the Commissioner of Administrative Services or his/her designee.~~

## Article 19 Job Specification

~~Section Three. The reference to Appendix B has been deleted and this section is reserved for future use.~~

## Article 22 Temporary, Durational, Provisional and Permanent Part-Time Employees

~~Section Two. Provisional Employees. Provisional employees, as defined in Article 1, are subject to the requirements of the merit system in all respects, including but not limited to; certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination without right of appeal.~~

~~In other respects, this Agreement shall apply to a provisional employee in a permanent position from the date of appointment.~~

~~A permanent employee who is provisionally promoted shall be paid at the rate for the higher class as if promoted thereto.~~

**(b) Article 27 - Group Health Insurance –**

~~(1) For employees hired on or before February 13, 1985, the State shall continue in force the health insurance coverage received by such employees.~~

~~(2) For employees hired after February 13, 1985, eligibility for health insurance coverage was limited to those individuals who are regularly scheduled to work at least 17 1/2 hours per week.~~

~~(3) Effective with the 1996 implementation of the 1994-99 contract, the specified minimum number of hours for health benefits (i.e. 50% of the full-time standard workweek) was increased in accordance with the increased workweek. Therefore, as of July 1, 1998, e Eligibility for health benefits is limited to those employees who are regularly scheduled to work at least 20 hours per week. In the event that a less than 20 hour per week employee's work schedule, averaged over four successive calendar months, equals or exceeds 20 hours per week, such employee shall be eligible to commence health benefits. In the event that the work schedule of any employee falls below 20 hours per week, averaged over four successive calendar months, health benefits will be terminated.~~

**Article 23 Notice of Openings and Promotional Opportunities**

~~Copies of a All examination-announcements job openings shall be posted on the State of Connecticut DAS website ([www.jobapscloud.com/ct](http://www.jobapscloud.com/ct)), the Agency's website or on bulletin boards which are normally used for such announcements. In lieu of posting notices on bulletin boards, an Agency may elect to distribute job postings and/or examination announcements to employees through the Agency's email system provided employees have access to such system. If examination announcements are not received by an agency or are posted late, requests for late application for admission to the examination will be sympathetically considered.~~

**Article 24 Paycheck Distribution**

~~When paychecks are available and sorted at the facility or work location, every effort will be made to distribute them on Thursday after 3:00 p.m.~~

~~Where checks are not currently distributed on Thursdays, the Union shall meet with the appropriate management official to discuss the feasibility of new methods of distribution.~~

Effective July 1, 2021, paychecks shall be paid by direct deposit on state paydays for all new hires and current employees who are already on direct deposit. All paycheck documents are located in CORE The parties recognize that the state may elect to distribute a paper or manual paycheck in accordance with state business practices.

Article 26 Compensation

Section One. ~~There shall be no general wage increase paid to any NP-3 unit employee for the 2016-17 and the 2017-18 contract.~~

Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a \$2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

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 those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.

Effective July 1, ~~2022 2019~~, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a \$1000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.

Effective July 1, ~~2023 2020~~, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Two. Retroactive to July 1, 2021, and upon legislative approval, the annual increment shall be paid for those who are an active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.

~~There shall be no annual increment payment made for the 2016-2017, 2017-2018 or 2018-2019 contract years. The annual increments for 2019-20 and the 2020-21~~

The annual increments for 2022-2023 and 2023-2024 contract years shall be paid on time for active employees who are in the bargaining unit.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

~~Effective July 1, 2018, full-time employees shall receive a \$2,000 one-time payment. For employees at top step, this \$2,000 payment will be in lieu of a top step, lump sum bonus. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment shall be paid in July, 2018.~~

~~There shall be no lump sum payments made for the 2016-2017, 2017-2018 or 2018-2019 contract years.~~

Effective and retroactive to July 1, 2021 2019 and July 1, 2020, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of ~~one thousand dollars (\$1,000) seven hundred and fifty dollars (\$750)~~. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating, **shall be paid upon legislative approval for those who are an active employee and in the bargaining unit, for employees who left in good standing with ten (10) years or more of state service and who retired after July 1, 2021.**

Effective July 1, 2022, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars (\$1,000) for active employees who are in the bargaining unit. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating.

Effective July 1, 2023, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars (\$1,000) for active employees who are in the bargaining unit. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

### Section Three.

(b) Effective retroactive to July 1, 2021, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit. Longevity payments ~~in contract year 2018-19~~ will be paid on a semi-annual basis **for each year of the agreement, except that the April, 2018 payment shall be paid in July, 2018.**

**Section Four. Night Shift Differential.** The existing rules and regulation for night shift differential shall continue in force for the life of the contract except as may be modified by the contract. Eligible employees whose assigned work shift begins after 2:00 p.m. and before 6:00 a.m. or whose assigned shift is more than 10 hours of work time shall be entitled to a night shift differential. The shift differential will be paid for hours worked but not for vacation, sick leave or other paid leave. The

shift differential shall apply to employees regularly assigned to qualifying shifts and shall not apply to additional hours of work which may extend into such shifts and/or which are not part of such shifts (e.g. overtime work which occurs after 2:00 p.m. or which extends the workday to more than 10 hours). Employees whose salary grade is Salary Group 19 or below shall be eligible for the shift differential payment. ~~The rate for night shift differential shall be sixty-five cents (\$0.65) per hour.~~ Effective at the start of the first pay period following thirty (30) days after legislative approval June 6, 2022, the rate for night shift differential shall be increased to one dollar and fifty cents (\$1.50) seventy cents (\$0.70) per hour. ~~Effective July 1, 2004, the rate for night shift differential shall be increased to seventy-five cents (\$0.75) per hour.~~

**Section Five. Weekend Differential.**

(e) Effective at the start of the first pay period following thirty (30) days after legislative approval, the rate for weekend shift differential shall be increased to one dollar and fifty cents (\$1.50) forty cents (\$0.40) per hour.

**Section Eight. Emergency Medical Technician** On or about December 1 of each contract year, the State shall pay a five four hundred dollar (\$500) ~~(\$400)~~ annual skill premium to each employee who is certified as an Emergency Medical Technician, and who has volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year.

**Section Nine. Bilingual Stipend.** The rates of additional compensation provided to eligible clerical employees for performing sign language interpreting assignments (Item 456-Q) or performing Spanish interpreting assignments (Item 442-Q) shall be revised to reflect the salary groups and rates upon legislative approval ~~as of January 1, 1996~~ and shall be implemented effective on the start of the pay period that includes July 1, 2022 ~~June 1, 1996~~.

**Section Ten.** (a) The hourly pay differential which was established for certain designated job assignments or working conditions in the Departments of Correction, Health Services, and Public Safety, ~~and the UConn Health Center, and the Department of Mental Health and Addiction Services (Whiting Forensic Hospital)~~ shall continue, ~~under the criteria and standards for payment established in the prior agreements.~~ Effective the pay period including July 1, 2022, the hourly differential shall be one dollar twenty-five cents (\$1.25) per hour. ~~The hourly pay differential rate shall be fifty-five cents (\$0.55) per hour. Effective the pay period including July 1, 2007 the differential shall be sixty (\$0.60) cents per hour. Effective the pay period including July 1, 2008 the differential shall be sixty five (\$0.65) cents per hour.~~

Notwithstanding the above provision, the pay differential for employees in the Department of Correction or the DOC Health Services Unit ~~UConn Health Center units~~ serving correctional inmates shall apply to those NP-3 employees who work every work day inside facilities of the Department of Correction which house incarcerated inmates, including the Health Services Units of the DOC, ~~correctional managed health care units of the UCONN Health Center.~~ The differential would not apply to clerical employees at other DOC locations, e.g. central office, community locations, district offices or other offices which are not located inside correctional incarceration facilities. The four Inventory Unit employees who generally spend 80% of their workdays inside correctional incarceration facilities will continue to receive the differential.

**Section Eleven. Travel Reimbursements.** (a) An employee who is required to use his/her personal vehicle in the performance of duty shall be paid at the rate in accordance with OLR General Letter: Mileage Reimbursement (increase/decrease), of fifty four and one-half cents (\$54.5) per mile. The rate per mile shall be readjusted within thirty (30) days of readjustment by the US General Services Administration.

**Section Thirteen. On-call/Standby Pay.** For those employees who are, by managerial direction, obligated to (1) be available for service, (2) standby for a call, or (3) carry a response device to provide immediate response or coverage, the sum of two dollars (\$2.00) effective July 1, 2022 \$1 per hour shall be paid for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed two hundred dollars (\$200.00) effective July 1, 2022 \$100.00 per employee per week.

### **Article 30 Vacations and Personal Leave**

#### **Section Three.**

(c) Employees are encouraged to use vacation credits in full days, but may use them in fifteen (15) minute increments. ~~minimum units of one (1) hour.~~

### **Article 31 Sick Leave**

**SECTION TEN. DONATION OF VACATION TIME.** This is to confirm the parties' understanding reached in negotiations that from time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a fellow bargaining unit 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 donation may occur between different employing agencies. No employee may donate more than ten (10) five (5) days of sick leave in a calendar year.

### **Article 36 Labor Management Committees**

**Section One.** It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of both the State and the Union.

These subjects include, but are not limited to, the following: training, parking, flex-time, career ladders, day care, ~~video display terminals~~, workplace violence prevention and abuse and/or excessive use of sick leave.

#### **Section Two.**

~~Effective July 1, 2006, a fund of seventy-five thousand (\$75,000) dollars shall be established for the term of the agreement. Upon mutual agreement of the State and the Union, funds may be allocated from this amount to address such issues as day care, course privileges, stress reduction, abuse and/or excessive use of sick leave, and issues concerning Video Display Terminals. Any requests for funding which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.~~

ARTICLE 38 MISCELLANEOUS

~~Section Six. State Examinations. Employees shall be allowed time off with pay and without loss of earned leave time for the purpose of taking State merit system examinations at the appropriate center, provided due notice is given to the appointing authority. Time off with pay shall also be allowed when an employee is scheduled for a job interview as a result of being certified from a merit system list to with any state another agency, provided that advanced due notice is given to the employee's current supervisor appointing authority.~~

~~Section Nine. The reference to Appendix C has been deleted and this section is reserved for future use.~~

~~Section Eleven Twelve. Leave Time Accrual.~~

~~(b) Employees are encouraged to use vacation credits in full days, but may use them in fifteen (15) minute increments, minimum units of one (1) hour. In addition, employees shall be permitted to take time for medical or dental appointments in fifteen (15) minute increments, hourly units.~~

~~Section Twelve Thirteen.~~

~~This section shall not apply if the employee fails to report to work. This section shall also not apply if the employee is approved to telework.~~

~~Section Thirteen Fourteen. Pienies Summer Outing and Holiday Outing Christmas Parties. If an agency or the Union sponsors a summer outing and/or holiday outing summer picnic and/or winter holiday party, employees shall be released for up to one-half day to attend one summer outing and/or holiday outing picnic and/or one party. In no case shall employees be released for more than the time of the event and employees who do not attend shall not be entitled to compensatory time. Employees shall continue to cooperate in providing office coverage during such events, and responsibility for such coverage shall be equitably distributed.~~

~~Section Fourteen Fifteens. Meals and Housing.~~

~~(b) Housing. The State shall have the right to establish rental rates for employees in State-owned housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties.~~

~~The rental values established by the State for employee housing shall not be subject to the grievance or arbitration procedure.~~

~~The State expressly reserves the right to provide or not provide State-owned housing to any employee, including the selection among applicants and the termination of occupancy in accordance with the Regulation on Assignment and Termination of State Housing as they may be amended from time to time.~~

~~The Employer shall not remove an employee from housing or refuse to consider an application for housing as a form of discipline for matters unrelated to housing, but this provision shall not restrict the Employer's right to remove from housing an employee whose employment is terminated.~~

~~Section Seventeen. The parties shall update the stipulated agreement concerning the employees in the evening programs at the Technical High Schools and include the updated document in the contract booklet.~~

#### Article 40 Legislative Action

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278. ~~If the legislature rejects such request as a whole, the parties shall return to the bargaining table.~~

#### Article 42 Duration of Agreement

This Agreement shall be effective July 1, ~~2021~~ 2016 and shall expire on June 30, ~~2025~~ 2021.

#### Section Two. Supervisory Guidelines for Approval of Dispatcher Swap Requests.

4. Swaps shall be limited to ~~four (4)~~ ~~two (2)~~ 9.25/9.0 hour swaps in the same pay period. The Master Sergeant/Sergeant shall review and either approve or deny the swap request.

#### Section Five. Vacancies and Transfers for State Police Lead Dispatchers and State Police Dispatchers.

In lieu of establishing and maintaining a transfer list for permanent dispatchers, vacancies will be handled in accordance with the current practice of allowing permanent dispatchers at the work location of the vacancy to bid by seniority for the vacant shift. Any resulting vacant shift shall be posted via teletype for not less than one week and any permanent dispatcher at any CSP work location may bid by seniority. Any resulting vacancies shall be handled in this manner (intra-location bidding for shift followed by inter-location posting for resulting vacancy) until such time as either no eligible dispatchers bid for a vacancy or the vacancy has been posted for inter-agency bidding a maximum of three (3) times, after which DESPP may post the position to the general public. Based on operational needs of the agency, inter-location transfer might not be effectuated until such time as the final vacancy is filled with a new hire and the new hire has completed training and been assigned to a work location.

Other opportunities for transfer will be posted via teletype and will be filled by seniority.

For the purpose of the above (filling vacancies and transfer opportunities), in addition to seniority, the following will also be taken into consideration: any imposed or pending discipline within the prior twenty-four (24) months, the last two (2) annual service ratings and attendance records for the prior twenty (24) months. An employee must hold permanent status in his/her classification for at least one (1) year and not be in a working test period or trainee classification, in order to apply for either a vacancy or transfer opportunity.

For the purpose of this section (Article 43, Section 5) only, seniority shall be defined as an employee's length of continuous service within the agency (DESPP). An employee's seniority shall not accrue during any period of unpaid leave. In the case of a tie in seniority, DESPP

shall notify the Union, and within twenty-four (24) hours of said notification, (unless the parties mutually agree to an extension), a Union representative and said employee shall meet with DESPP Labor Relations in order to draw name(s) out of a hat. If an employee requests to be present, they shall not delay the process and if they can't attend, the employee will let the Union Representative proceed without them. This is not subject to the grievance and arbitration procedure.

The Union and the agency recognize there are situations when a change in work surroundings of a particular dispatcher is in the best in the best interest of all parties. Where such situations are present, the agency or Union shall apprise the other. With the agreement of the Council 4 Representative and the Agency Labor Relations official, the transfer will be permitted.

Section Six.

Effective upon legislative approval, the State Police Dispatchers shall receive the Unpleasant Duty Stipend per Article 26, Section 10.

Section Seven.

Effective upon legislative approval, the State Police Dispatchers who work an extended workday (9.0 or 9.25 hours) shall be entitled to accrue and use vacation leave, sick leave and sick family leave on the basis of their workday. The same as it is for personal leave.

Removed MOU      Furlough Days

Removed MOU      Job Security

Removed MOU      Withdrawn Proposals

Removed MOU      Procedural Deadlines or Notice Requirements

Appendix – Educational Opportunities

- Ct State Universities
- CT Community Colleges
- University of Connecticut (excluding UConn Health)

STIPULATED AGREEMENT

The State of Connecticut agrees to study the following classes during the term of this agreement:

- Correctional Identification Specialist 1
- Correctional Identification Specialist 2
- Medical Records Specialist 1

- Medical Records Specialist 2
- Motor Vehicle Examiner
- Motor Vehicle Examiner Specialist

The State of Connecticut agrees to study how NP-3 classes are utilized within the Department of Correction (DOC), Health Services and add or revise Guidelines for Job Class Use, to ensure consistent application throughout DOC's Health Services delivery system. This study shall commence within three (3) months of Legislative approval of the collective bargaining agreement.

The Department of Administrative Services (DAS) shall make good faith efforts during the term of this Agreement to review these classes.

The Union shall not seek to have any other classes reviewed unless there has been a substantial change in the duties of existing classes, or the state develops new job classes.

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](mailto:Tammy.Kowalski@ct.gov).



David Krayski  
Acting Undersecretary for Labor Relations