



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-06

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Council 4, American Federation of State, County and Municipal Employees, (Local Nos. 387, 391 and 1565) AFL-CIO (NP-4) Contract Changes

The following summarizes the substantive changes contained in the 2021-2025 Corrections (NP-4) Council 4, American Federation of State, County and Municipal Employees, (Local Nos. 387, 391 and 1565) AFL-CIO 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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

On June 27, 2018, the United States Supreme Court issued a decision know as *Janus v. AFSCME*, which holds that state laws or collective bargaining agreements requiring the payment of fair share fees by non-union members violates the First Amendment of the United States Constitution.

To address any interim bargaining obligations that may have been created by the *Janus* decision, the Office of Labor Relations (OLR) and the State Employee Bargaining Agent Coalition (SEBAC) negotiated and agreed upon language that would be offered to each participating bargaining unit of SEBAC. Article 6 was replaced with the negotiated language and updated to reflect any particular local circumstances or history.

All references to "agency service fees" are removed and the status quo language regarding deduction of dues, remittance, correction of errors, and political action fund have been maintained.

Section 1. 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 2. 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 3. 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. The current process shall be provided to the Agency by the Union; however should this process change, the union shall provide the State with the updated written version of the process within ten (10) business days.

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 4. 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 5. 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 Union’s designee at Council 4 after the payroll period in which such deductions are made.

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 6. 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 7. Quarterly Reports. The State shall furnish AFSCME Council 4, on a quarterly basis reports containing the following information sorted by facility:

- a) New hires into Bargaining Unit, their classification, employee number, and address.
- b) Re-employed workers into the Bargaining Unit, their classification, employee number, address, and date of hire.
- c) Employees separated from the Bargaining Unit and date of separation.
- d) General changes for Bargaining Unit employees.
- e) A list of Bargaining Unit employees who did not pay dues in the preceding month.

Section 8. Correction of Errors. Should the Union believe that the Union dues of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-deducted by \$1.00 for six (6) pay periods shall have \$1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods)

Section 9. 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 AFSCME Council 4 and shall include the new bargaining unit member's work location.

Section 10. 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 1. Access to Information. The Union is now required to communicate in writing the reason for requesting access to materials and information necessary for the Union to fulfill its statutory responsibility to administer the contract.

Article 8 Training

Section 6. Union Access to Training Classes. Changes that now provide that the Union and Agency to endeavor to schedule the one (1) hour training class meeting on a mutually agreed upon date and time. Absent any such agreement the one (1) hour shall take place at the start of the shift on the fourth (4th) Wednesday of each class as it had previously been.

Article 9 Working Test Period

Section 1. Working Test Period Defined. Language is updated to allow for the designees of the Commissioner of Administrative Services to extend working test periods. The language that limits extensions of working test periods to three (3) months is removed and all extensions are subject to the terms of the Department of Administrative Services General Letter #31 Working Test Period Extensions.

Article 11 Order of Layoff and Reemployment

Section 1. Layoff by Seniority. Language added which provides that employees who are noticed of layoff under this section may continue working their normal assignment, at the discretion of management, and as such they will receive all the benefits of the CBA during said notice period. If management determines that an Employee notified of layoff will not continue working their normal assignment, the affected Employee(s) will continue to receive weekend differentials and shift differentials, as applicable, for said notice period.

Article 12 Grievance Procedure

Section 6. Grievance Procedure: Steps. Changes to provide for electronic filing of Step III grievances to OLR lieu of the current practice of certified letter, postage pre-paid grievance submissions. OLR shall also transmit Step III conference notices and Step III answers to the Union electronically, to a dedicated email address. The Union shall also transmit grievances that fall under Article 12, Section 9, to arbitration electronically. No modifications to the contractual requirements regarding grievance submissions at Step I and II.

Section 9. Arbitration. Updated to account for electronic submission to arbitration.

Section 10. Arbitration Rules. Addition of new language to include disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

Article 15 Overtime

New Section 11. Overtime Restriction. When an employee is off of work due to a full day of sick, FMLA-self, or worker's compensation usage, the employee shall not be available for or offered overtime work during the twenty-four (24) hour period beginning with the start of the shift for which the employee was absent.

Article 16 Temporary Service in a Higher Class.

Section 1. Temporary Assignment to Higher Class. Language is updated to allow for the designees of the Commissioner of Administrative Services to approve assignments and language is added to include the terms of the Department of Administrative Services General Letter #29 Temporary Service in a Higher Class in the contract.

Article 17 Compensation

The language that prohibited employees hired after July 1, 2017, from receive meal reimbursement has been struck. Effective on ratification all Employees at existing correctional facilities shall receive meal reimbursement.

The language was updated to reflect the wage package that was negotiated between OLR and SEBAC and is included below.

Section 1. General Wage Increases.

1)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 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.

2)Effective July 1, 2022, the base annual salary for all NP-4 bargaining unit employees shall be increased by two and one- half percent (2.5%).

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a \$1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees.

3) Effective July 1, 2023, the base annual salary for all NP-4 bargaining unit employees shall be increased by two and one-half percent (2.5%).

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 17 (Compensation), Section 1A, (General Increases) and Section 2, (Annual Increments) only. During any “opener” contemplated under this provision, only sections one A and two of Article 17 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section 2. Annual Increments.

1) 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 and in accordance with the existing practice except as specifically varied by the contract, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.

Retroactive to July 1, 2021 and upon legislative approval, employees at the top step of the pay scale shall be eligible for a \$900 lump sum payment. The payment shall be made as of the date the increment would have applied, 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.

2) Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2022-2023, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a \$900 lump sum payment, which shall be effective on the date that the employee’s annual increment would have applied, except as specifically varied by the contract.

3) Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice for contract year 2023-2024, except as specifically varied by the contract. Employees at the top step of the pay scale shall receive a \$900 lump sum payment, which shall be effective on the date that the employee’s annual increment would have applied, except as specifically varied by the contract.

Article 21 Holidays

Section 4. Work on Holidays Other than Thanksgiving, Christmas. Language added that once an employee makes their election regarding compensatory day off or a day’s pay at straight time, it shall remain in effect each year annually thereafter, unless the employee specifically changes the election.

Article 25 Vacation

Section 3. Annual Vacation Selection. Language added that provides that the annual vacation selection shall be completed by December first (1st) prior to the applicable vacation year.

Section 4. Language added to qualify the time off as a full day off. Updated language now reads, A second shift employee who has a full day of vacation and/or time off scheduled, shall not be required to work beyond the end of their normally scheduled shift the day before said scheduled vacation or time off.

Article 28 Military Leave

Section 1. Paid Leave for Drills, Emergencies. Updated the language to be consistent with the NP-8 contract. See underlined new language below.

A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, and any additional days of military leave for ordered weekend drills or training in lieu of weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

Article 36 General Provisions

Section 2. Printing of Agreement. New changes provide that the Union is responsible for printing contracts for its members and the State shall publish an electronic version online as well as email the electronic version to all NP-4 Members who have an assigned State email address. Removes the requirement for the state to share printing costs with the Union.

APPENDIX E

Maintenance and Food Service Overtime Process

9. When the daily sign-up sheet has been exhausted (by individual classification in accordance with the Green Book), the quarterly overtime list shall be utilized per type of emergency and via classification in accordance with the Green Book, beginning with the employee with the least amount of hours. Once the quarterly list has been exhausted, volunteers shall be sought prior to involuntary overtime.

10. For maintenance staff, names may be added to the sign up book during the first hour of the their regularly scheduled shift for which the overtime will be offered.

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.



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