



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

May 25, 2022

GENERAL NOTICE NO. 2022-10

TO: Labor Relations Designees

FROM: Office of Labor Relations

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

The following summarizes the substantive changes contained in the 2021-2025 State Police Lieutenants and Captains (NP-9) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article 6 Union Security and Payroll Deductions

On June 27, 2018, the United States Supreme Court issued a decision known as *Janus v. AFSCME* 585 U.S. , 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 One. MODIFIED ~~During the life of this Agreement~~ 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. MODIFIED ~~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. 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. MODIFIED ~~An employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union which is the exclusive bargaining agent for his/her unit, 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. 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 Four. MODIFIED ~~The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Conn. Gen. Stat. § 5-280 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 or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the applicable dues payable to the Union. The Union shall comply with the requirements of Chicago Teachers' Union v. Hudson, 775 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.~~

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. MODIFIED The amount of dues ~~or agency service fee~~ deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format shall be remitted to the Secretary/Treasurer of the Union ~~as soon as practicable~~ within a week after ~~each~~ the payroll period ~~along with the list of employees for whom any~~ in which such deduction is made. The State shall continue the practice of providing biweekly bargaining unit lists in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Address, Complete Home Address, Dues paid, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire date, Job Entry Date, and all other information currently provided with such list.

Section Six. MODIFIED No payroll deduction of dues ~~or any agency service fee~~ shall be made from Worker's Compensation or for any payroll period in which earnings 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. MODIFIED Payroll deduction of Union dues shall not be ~~discontinued~~ made for other employee organizations not parties to this agreement.

Section Eight. Modified The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues ~~or agency fees~~. Additional patrol deductions shall also be authorized if approved by the State in advance.

Section Nine. MODIFIED ~~The Union shall indemnify the State for any liability or damages incurred by the State in compliance with Section Two, Four, Five and Six of this Article.~~ The Union shall indemnify the State Employer for its damages or cost incurred in defense of actions in compliance with this Article by the State.

Section Ten. MODIFIED ~~There shall be a~~ The existing system of voluntary payroll deduction for the Union's Political Action Fund shall be continued. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section Eleven. MODIFIED The State will provide notice to the Union, in an editable digital format, 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 at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State

will provide the Union with a report of the ~~new hires~~ separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a minimum, the employee name, agency, job title and effective date of the action.

Article Seven. Union Rights

Section One. The 250 hours provided to the Union to release members on paid time for approved union business will be in addition to paid release time for union designee to conduct, and for new members to attend, new member orientations.

Section Three. NEW New Member Orientation. The State will provide at least one (1) hour for the steward and any newly hired employee to meet (“Union Orientation”); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer’s operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days’ written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee’s date of employment and does not occur in conjunction with the Employer’s new hire 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 Four NEW. Access to Premises. Union Staff Representatives and Officials shall be permitted to enter the premises of the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating grievances, workplace-related complaints and other workplace issues, or fulfilling its role as collective bargaining agent that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

Section Five. NEW The Union shall have the right to use the State’s electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union’s website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining

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Article Nine. Working Test Period

Section Two (b). Modified A working test period interrupted as a result of extended illness and/or authorized leave of absence of ~~three~~ more than five (5) days shall be suspended for each period and will resume when the employee returns to duty and is able to carry out the duties and responsibilities of the position.

Article Twelve Grievance Procedure

Step 2. Modified to change the Director of labor Relations to Under Secretary for Labor Relations and requiring grievance submissions to Labor Relations shall be by electronic email An unresolved grievance filed at Step I may be appealed to the ~~Director of Labor Relations~~ Undersecretary for Labor Relations or designee within seven days of the receipt of the Step 1 answer or within 45 days of the filing of the grievance if there is no Step I response. The ~~Director~~ Undersecretary or designee may hold a conference within 30 days of the receipt of the grievance and issue a response within 15 days of the Step 2 conference. Failure to submit the grievance within the above time limit shall be deemed a waiver of the grievance. Submission of a grievance to Step II (OLR) shall be by electronic mail: OLRSubmissions@ct.gov

Article Fourteen Hours of Work

Added Beginning July 1, 2022, the existing on-half hour paid lunch shall be counted as time worked. However, during said meal period employees must be available to be contacted and dispatched. Employees are to take their meal period within their assigned command and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to operational demands of the Agency.

Article Seventeen Compensation

Section One Modified to provide the following general wage schedules

Effective the first day of the pay period following July 1, 2021, Lieutenants shall receive an increase of 2.5% as to their general wages, and the salary levels shall be as follows.

Lieutenant 0-3 years in rank \$132,330, 3+ years in rank \$136,990, 5+ years in rank \$141,648

Effective the first day of the pay period following July 1, 2022, Lieutenants shall receive an increase of 2.5% as to their general wages, the lowest salary level shall be dropped, a new level added at the same pay increment as between the prior levels, in each salary level, and the changes reflected in Article 14 shall become effective, resulting in the following levels being effective on that date.

0-3 years \$148,840, 3+ years \$153,900, 5+ years \$158,961

Effective the first day of the pay period following July 1, 2023, Lieutenants shall receive an increase of 2.5% as to their general wages resulting in the following levels being effective on that date.

0-3 years \$152,561, 3+ years \$157,748, 5+ years \$162,935

Effective the first day of the pay period following July 1, 2021, Captains shall receive an increase of 2.5% as to their general wages, the lowest salary level shall be dropped, a new level added at the same pay increment as between the prior levels, in each salary level, resulting in the following levels being effective on that date

0-3 years \$153,763, 3+ years \$158,423, 5+ years \$163,083

Effective the first day of the pay period following July 1, 2022, Captains shall receive an increase of 2.5% as to their general wages, and the changes reflected in Article 14 shall become effective, resulting in the following levels being effective on that date

0-3 years, \$167,064, 3+ years \$172,127, 5+ years \$177,189

Effective the first day of the pay period following July 1, 2023, Captains shall receive an increase of 2.5% as to their general wages, resulting in the following levels being effective on that date.

0-3 years, \$171,240, 3+ years \$176,430, 5+ years \$181,619

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 employees shall be those active employees 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).

Effective July 2022 (the July 2021 lump sum having already been paid), each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for each contract year.

Section Three. Movement through Classification salary Levels

In contract year July 1, 2021, to June 30, 2024, each bargaining unit employee in each classification whose years in rank qualifies that officer for advancement to a higher salary level shall move to that salary level effective the first full pay period following the date of their appointment to the applicable rank in accordance with the 0-3, 3+ and 5+ salary levels.

Article Eighteen. Tuition Reimbursement

Modified increasing amount available for tuition reimbursement starting in year 2022. \$5000 for contract year commencing July 1, 2021, and in contract years commencing July 1, 2022, July 1, 2023 and July 1, 2024, \$10,000 shall be available for reimbursement to bargaining unit members for tuition reimbursement and if funds in any year are not sufficient, distribution to eligible employees shall be on equal pro rata basis. Funds shall carry over from contract year to contract year, but the funds shall expire upon termination of the contract.

Article Twenty-Seven Pregnancy, Maternal and Parental Leave

Section Two. Modified Up to ~~five (5)~~ ten (10) days of paid leave, deducted from sick leave will be provided to an employee in connection with the birth, adoption or taking custody of a child.

Article Thirty-One Working Test Period MODIFIED Except where varied in this agreement, the State will continue in force its written rules and regulations with reference to sick leave, personal leave, or other paid or unpaid leave. ~~to provide that for contract year 2017-2018, in lieu of furlough days, NP-9 bargaining unit members shall accrue one quarter (1/4) less sick days each month, for a total reduction of three (3) sick days during the year. If an employee terminates employment before June 30, 2018 without having provided the full benefit of the reduction, an appropriate adjustment shall be made to his accrual and/or final paycheck.~~

Article Thirty-Seven. Sick Leave

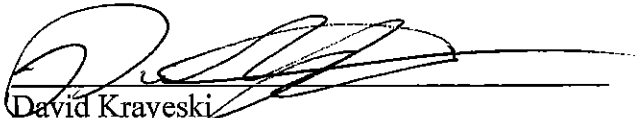
Section Two. Employees May Use Sick Leave

(d) **Modified** that in the event of ~~critical~~ illness or ~~severe~~ injury of a member of the immediate family who requires the attendance of the employee, provided that not more than ~~five~~ ten (10) days of sick leave per calendar year shall be granted.

Article Forty-One Duration

1. This agreement covers the period of July 1, 2021, to June 30, 2025. The language changes herein shall become effective upon legislative approval unless stated to the contrary.
3. Notwithstanding section 1, above, there shall be a reopener with respect to general wages and salary level effective July 1, 2024. Negotiations shall commence within the timetable established under C. G. S. Section 5-276 (a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.

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.


David Krayeski
Acting Undersecretary for Labor Relations

Appendix A Pay Plans

Lieutenants

July 1, 2021 (includes 2.5%)

0-3 \$132,330 3+ \$ 136,990 5+ \$ 141,648

Plus 2% lump sum payment for all bargaining unit members in July of each contract year.

July 1, 2022 (Includes mealtime adjustment +2.5%)

0-3 \$148,840 3+ \$153,900 5+ \$158,961

Plus 2% lump sum payment for all bargaining unit members in July of each contract year.

July 1, 2023 (includes mealtime adjustment + 2.5%)

0-3 \$152,561 3+ \$157,748 5+ \$162,935

Captains

July 1, 2021 (includes 2.5%)

0-3 \$153,763 3+ \$158,423 5+ \$163,083

Plus 2% lump sum payment for all bargaining unit members in July of each contract year.

July 1, 2022 (includes mealtime adjustment +2.5%)

0-3 \$167,064 3+ \$172,127 5+ \$177,189

Plus 2% lump sum payment for all bargaining unit members in July of each contract year.

July 1, 2023 (includes mealtime adjustment +2.55)

0-3 \$171,240 3+ \$ 176,430 5+ 181,619

Plus 2% lump sum payment for all bargaining unit members in July of each contract year.