

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-11

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Professional (P-2) Social and Human Services Bargaining Unit Contract Changes

The following summarizes the substantive changes contained in the 2021-2025 Professional Social and Human Services (P-2) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement¹.

Article 6 Union Security and Payroll Deductions

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

Section Two. The state employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the state within thirty (30) days of the Union providing certification of said authorization to the state. The union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (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. Union dues and initiation fees shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. Such written request shall be submitted to the agency payroll office with a copy to the Union.

¹ Strike-out language is to be deleted and underlined language is the new language.

~~Section Three. Payroll deduction of union dues shall be exclusive to the benefit of AFSCME, AFL-CIO, Council # 4, Locals 269, 714 and 2663, for persons covered by this Agreement, as designated by AFSCME Council #4.~~

Section ~~Three~~ 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. 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 maybe 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 whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay to the Union an agency service fee equal in amount to the regular dues, fees and assessments that a member is charged. Agency service fees shall be deducted by the Employer biweekly from the paycheck of each employee who is required to pay such fee.

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

Section Five. The amount of union 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. for the designated collective bargaining agent, AFSCME Council #4, shall be remitted to the appropriate designee identified by AFSCME Council # 4 promptly after the payroll period in which such dues and fees are deducted, together with a list of the names of employees from whose salaries such deductions were made.

The State will furnish AFSCME Council #4, each month, with the names of newly hired employees, their address, social security number, classification, date of hire; names of terminated employees, date of termination; names of employees transferred, date of transfer and where transferred.

Section Six. No payroll deduction of dues or agency service fee shall be made from worker's 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 retroactively cover the period in question.

Section Seven. Separate checks shall be issued to the Union/appropriate Local by an agency payroll office for dues/fees deductions of employees who are in different Locals but represented by the same bargaining agent.

Section Eight. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union dues 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 agrees to indemnify the State for any damages or costs incurred in defense of actions taken under this Article by the State.

Section Nine. 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. The State shall allow voluntary payroll deductions for the Union's political action organization.

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 and shall include the new bargaining unit member's work location.

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 by 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 Three. AFSCME representatives (staff or steward assigned) shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as collective bargaining agent, provided that they give **written telephone** notice **via email** of their intended visit and, upon arrival, they immediately give notice of their presence to the supervisor in charge and do not interfere with the performance of duties.

Section Four. Stewards will give **written** notice **via email** to their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Permission shall be granted unless the work situation or an emergency demands otherwise. When contacting an employee, the steward will first report to and obtain permission to see the employee from his/her supervisor, and permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards will state the name of the employee involved, his/her location, indicating briefly the general nature of the Union business to be discussed, and the approximate time that will be needed.

Section Eight. Use of Employer Facilities. (a) The Employer will continue to permit use of certain facilities for Union meetings, subject to operating needs. Requests for use of facilities shall be made in advance to the appropriate agency official. The Union shall reimburse the State for any additional expense, such as security or maintenance costs, incurred as a result of Union use of facilities.

(b) The Employer will continue its practice of permitting the Union to leave handouts in a specified area and to allow the Union to stuff mailboxes where available. Employees will be permitted to carry Union mail between offices and/or departments as long as such activity does not interfere with performance of duties.

~~(c) At facilities where pay phones are available, Union officers, stewards, and members shall normally make any phone calls from such phones. At facilities where such phones are not available, the Union officers, stewards or members may, if immediate action is required to resolve a question or matter within the scope of the Union's duties as exclusive representative, use the telephone facilities, subject to the reasonable discretion of management as to whether and how long the phone may be used. The Union shall reimburse the State for any long distance charges incurred.~~

~~Section Eleven. 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 8 Personnel Records

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level or electronically. ~~, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level. Agencies which do not maintain personnel files at the agency level shall notify employees of the location of the official personnel files.~~

Section Two. Subject to agency operating needs, an employee covered hereunder shall, on his/her request, be granted time without loss of pay to examine all materials in his/her personnel file other than pre-employment material or other material that is confidential or privileged under law. An employee, at his or her request, may copy any or all of the material that he/she examines. The agency reserves the right to require its designee to be present while such file is being inspected or copied. If the personnel file is maintained electronically, the employee will be given an electronic verification code to view their personnel file for a period of twenty-four (24) hours.

~~Upon the mutual agreement of the agency and the employee, the latter's personnel file may be sent to his/her worksite for examination.~~ The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Three. No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in the file unless the

employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a union steward shall sign the material, **and the employer will email both the employee and the Union representative a copy.** ~~and be provided with a copy.~~

Any record of disciplinary action will normally be retained in the official personnel file. Stipulated agreements shall be retained in the official personnel file unless the union and state have agreed otherwise

An employee may file a written rebuttal to any derogatory materials. Any derogatory material not subsequently merged in a service rating, following the inclusion of said material into the personnel file, shall be voided in the record after eighteen (18) months, unless disciplinary action is taken for a similar type situation. For the purpose of this section, voided shall be defined as: 1) documents removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document and 3) the document is not usable in the future as a reference or a document.

Article 9 Service Ratings

Section Five. Annual service ratings shall be completed and signed by the employee not less than three (3) months prior to the employee's annual increment date. For employees with a January AI date this will be October 1, employees with a July AI date, April 1.

Any annual service rating signed by the employee less than three (3) months prior to his/her AI date shall be satisfactory or better.

Employees will receive written notice of a denial of an annual increment. Such notice shall be issued within two (2) weeks after the employee has signed the rating.

An employee on leave at the time a service rating is due will have the rating sent to the employee and the union president by email or USPS, by the requisite deadline. Review of the rating with the supervisor will occur within 7 days of the employee's return to work.

Article 11 Working Test Period

Section Three. The Working Test Period may, with the approval of the ~~Commissioner of Administrative Services~~ **designated management official within the Agency**, be extended on an individual basis for a definite period of time not to exceed three (3) months. Working test periods may also be extended for absences of more than an aggregate of fifteen (15) days resulting from Workers' Compensation, sick leave and/or leave without pay. Such extensions shall be for the number of working days the employee was absent. A new employee shall receive written notice of the dates of the normal working test period. Written notice of any extension must be provided to the employee no less than three (3) weeks prior to the end of the original Working Test Period. In the event a working test period is being extended, the Union president shall be copied on the notice of extension.

Article 15 Grievance Procedure

Section Two. Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, (e) the remedy or relief sought. A grievance may be amended up to and including Step II of the procedure. **This shall be submitted electronically to the designated email address the Agency provides. The Agency will confirm receipt electronically.**

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted **electronically (to a designated email address)** within the thirty (30) day period specified in Section Five to the agency head or his/her designee. Such individual shall meet with the Union representative and/or the grievant within ten (10) days of the submission of the grievance, and issue a written response within **twenty (20) ~~ten (10)~~** days thereafter.

Step II. The parties acknowledge that orderly administration of the contract grievance procedure requires the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Labor Relations or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within ten (10) days of the date of the Step I response. Said Undersecretary for Labor Relations or his/her designated representative will hold a conference within thirty (30) days of receipt of the grievance and issue a written response within **twenty (20) ~~ten (10)~~** days of the conference.

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 email. 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 Step 3 answers to the Union, to a dedicated email address established for this purpose in PDF format each answer should be a separate PDF file. The Union will acknowledge receipt of such transmission by responsive email. This is 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 Holmes). 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.

For purposes of this Section, timeliness of electronic submissions shall be determined based upon the electronic record of the parties.

Section Nine. Arbitration

1) Submission. Submission shall be submitted electronically to the same dedicated email address in PDF format as stated in Section Six (above) 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.

3) Costs. The parties shall share equally in the expenses of the arbitrator.

4) Assignment of Cases. Cases shall be assigned on a rotating basis (alphabetically) to the panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.

5) Removal of Arbitrator. Effective July 1, 2022, 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 case, 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 1st and March 10th of each~~ once per contract year, may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of at least three (3) ~~seven (7)~~ arbitrators for the succeeding year.

6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing, except that in this event, the responding party may defer hearing the arbitrability for seven (7) days.

7) Pending Cases. The parties agree, ~~immediately upon legislative approval of this Agreement, if not beforehand, and on an ongoing to meet and discuss on a~~ quarterly basis to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to seven (7) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein. This provision is not a reference to the "expedited" procedure offered by the SBMA.

9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties, which shall not be unreasonably withheld.

10) Optional Process. Suspensions of ten (10) days or less, or by mutual agreement, any other matter may be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations and fees. This shall allow use, by agreement only, of the SBMA expedited procedures.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

11) On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case.

12) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his appointment.

13) In cases of dismissals, demotions or suspension in excess of five (5) days, either party may request ~~the arbitrator to maintain a recording of the hearing testimony. In such cases either party may also request~~ that there be an official stenographical service provided. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

Article 15 A Reclassification

2. The second Step of the reclassification grievance shall be the Commissioner of Administrative Services and/or designee.

Article 16 Dismissal, Suspension, Demotion or Other Discipline

Section Two. After a management decision is made to impose a suspension, demotion or dismissal, the Agency Head or his/her designee will offer the employee the opportunity for a pre-disciplinary conference in accordance with State Administrative Regulations Section 5-240-7a, which states:

“(a) Prior to a decision to suspend an employee, demote an employee except at the request of the employee or dismiss an employee, the appointing authority shall provide the employee with oral or written notice. (See MOU IX, Appendix B) The notice shall include what form of action is being considered, shall contain a concise statement explaining what evidence supports the imposition of the action that is being considered and shall state a specific time and place for a meeting where the employee will be given an opportunity to present his side of the story and reasons why the employee feels that the action being considered should not be taken. The meeting will be held by the appointing authority or the appointing authority's designee.

(b) If written notice is given, it may be emailed, mailed, return receipt requested, or hand delivered to the employee at work. If the notice is mailed, the time of the meeting when the employee will be given an opportunity to present his side of the story shall be no sooner than five working days following the mailing of the notice. If the notice is hand delivered to the employee

at work, **emailed** or given orally, the time of the meeting when the employee will be given an opportunity to present his side of the story may be any time following receipt of the notice, including immediately following the receipt of the notice unless the complexity of the charges requires additional time. In such case the employee may request and be granted a reasonable amount of time before being required to respond.

(c) If an employee declines or fails to attend the prediscipline meeting, the appointing authority may proceed with disciplinary action consistent with the notice provided under this section.

Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail, **emailed** or served in person. A copy of such notice shall be provided to the Local Union President by **email certified-mail** within twenty-four (24) hours of the notice to the employee, or by the close of the next business day.

When oral notice is provided, all required information of the Regulation shall be affirmed in writing. Such letter shall be provided to the employee simultaneously with the oral notice, with a carbon copy for the Union Local President.

Unless waived by the employee, the Union Local President, or designee, shall be present at the pre-disciplinary conference to represent the employee and to discuss possible resolution. It is understood that this shall not unduly delay the meeting.

Section Four. Permanent employees shall submit grievances concerning dismissal, suspension or disciplinary demotion directly to Step II of the grievance procedure within twenty (20) calendar days of the written notice. By mutual agreement, such a grievance may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 15.

All grievances filed directly to Step II shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee **via email**.

Article 18 Overtime

Section One. (b) Call Back Pay. Employees who have left work (**Agency/Department**) after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours of overtime. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

Article 31 Compensation

Section One General Wage Increases

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, 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 \$1,000 (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, 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 31 (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 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Two Annual Increments and Lump Sum Payments

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.

Effective July 1, 2022, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

Effective July 1, 2023, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

There shall be no increase in the amount of the lump sum payment over the life of this contract.

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 31 (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 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Three (c) Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

- a) **Effective and retroactive to July 1, 2021, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit. July 1, 2016—June 30, 2017 longevity shall be paid on time.**
- b) **July 1, 2022 – June 30, 2023 longevity shall be paid on time. July 1, 2017—June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.**
- c) **July 1, 2023 – June 30, 2024 July 1, 2019—June 30, 2020** longevity shall be paid on time.
- d) **July 1, 2024 – June 30, 2025 July 1, 2020—June 30, 2021** longevity shall be paid on time.

Section Five. Weekend Differential

~~—(c) Any bargaining unit employee at Connecticut Juvenile Training School, who is assigned to work in the capacity of Duty Officer, or at the Central Operations Post, on a holiday or a weekend, shall receive an “in charge” premium of ten percent (10%) of his/her hourly rate of pay for all hours worked on such assignment.~~

Article 32 Temporary Service in a Higher Class

Section Three. 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 seeking approval of the assignment from the Commissioner of Administrative Services **and/or their designee** in writing.

The Commissioner of Administrative Services **and/or their designee** shall expedite requests for approval of assignments to temporary service in a higher class.

If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services **and/or their designee** has not approved the assignment, or in the event the Commissioner of Administrative Services **and/or their designee** disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

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.

Article 34 Group Health Insurance

For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective in effect on July 1, 1999, unless modified by the Health Care Cost Containment process or by mutual agreement of the State and SEBAC as prescribed by Statute. ~~parties, or by coalition bargaining in accordance with C.G.S. 5-278.~~

Article 41 Miscellaneous

Section Four. Summer Picnic and Holiday Christmas Party. State agencies will release employees for up to one-half day off with pay to attend one (1) annual picnic and (1) Christmas Holiday 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 cooperate in providing office coverage during such events, and responsibility for such coverage shall be equitably distributed.

Article 43 Legislative Action

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing 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 or any portion thereof, the parties shall act in accordance with Connecticut General Statute 5-278. ~~return to the bargaining table to discuss those items which the legislature has rejected.~~

Article 45 Tuition Reimbursement

Section Two. There shall be a fund for the purpose of tuition reimbursement. The State shall allocate to this fund ~~\$260,000~~ \$300,000 effective upon legislative approval and retroactive to July 1, 2021 ~~July 1, 2017~~ and annually thereafter for each year of the agreement, ~~except that no allocations shall be made in FY 2016-2017.~~

Article 46 Conference and Workshop Funds

Section One. ~~Effective July 1, 2016, there shall be no deposit of funds provided.~~ Effective July 1, 2022 ~~2017~~ and each contract year thereafter, there shall be \$100,000 allocated for attendance by P-2 employees with more than six (6) months of service at professional seminars, workshops or conferences. Each employee shall be entitled to a maximum of \$500.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. This entitlement may be combined once in any two (2) year period.

Article 47 Standby Program

Section Seven. (a) Compensation for backup standby workers shall be at the rate of ~~one dollar and fifty cents (\$1.50)~~ **four dollars and twenty-five cents (\$4.25)**² per hour for hours of standby assignment when the regional office is closed during the week, on weekends and on non-premium holidays. In addition, a backup standby worker assigned to a case emergency shall receive his/her applicable rate for the period of such assignment.

(b) Compensation for backup standby workers shall be at the rate of ~~three (\$3.00) dollars~~ **five dollars and twenty-five cents (\$5.25)**³ per hour for the twenty-four (24) hour shift where the beginning of the shift falls on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas (December 25).

(c) The legislative approval date of the P-2 agreement shall be the effective date of the standby compensation rates listed in Section Seven (a) and (b).

Article 49 Duration of Agreement

This Agreement covers the period July 1, ~~2021~~ **2017** to June 30, ~~2025~~ **2021**.

Memorandum of Understanding VII – DSS Alternative Work Schedules

- 5. All employees regardless of the schedule must work core hours (9:30 a.m. through 3:00 p.m.). All schedules must be arranged within the bandwidth hours (7:00 a.m. through ~~7:00 p.m.~~ **8 p.m.**⁴).

- 11. A Labor Management Committee consisting of representatives from Locals #714 and #2663 and a representative from AFSCME plus an equal number of management representatives shall be established. This committee shall discuss issues that may arise concerning the various alternative schedules and operation of the program. This committee shall be chaired by the Agency's ~~Director of Human Resources~~ **Labor Relations Manager**. The committee shall be empowered to resolve issues, by mutual agreement, within the guidelines of this Agreement.

Memorandum of Understanding - Article 14-DCF Transfers

The parties agree it is in the best interest of the parties to comply with the language in Article 14, pertaining to DCF, whenever possible without destabilizing the workforce and caseloads of any single location, thereby negatively impacting the Children and Families served by the Agency. Therefore the parties agree to establish a Labor/Management Transfer Subcommittee to include one member of DCF senior administration, the HR

² Effective July 1, 2022

³ Effective July 1, 2022

⁴ The change to 8 p.m. will only be on a voluntary basis and not part of a transfer to modify the schedule. 7pm assignments will continue as previously done.

Business Partner, the Labor Relations Manager, and HR staff instrumental in implementation of the decisions of the subcommittee, and not more than six (6) representatives from the union. The first matter for discussion of the subcommittee will be elimination of the present seniority list, reconstitution of a new seniority list and a time frame for such, and methods for maintenance and submissions to, and implementation of the new list. The monthly meetings will consist of consideration of vacancies, identification of transfer opportunities and swap opportunities, with the intention of establishing the maximum number of opportunities for movement that can be accommodated, without destabilizing operations in any one location. The agency shall have the final word on destabilization. Such decisions shall not be grievable. The parties agree that after agreed movement is accommodated, recruitments filled by other means will continue until the next monthly meeting, in order to allow ongoing recruitments to continue unhindered. Notwithstanding the above provisions above, Article 14, sections two (2) through seven (7) remain in effect.

Memorandum of Understanding Re: OHE and AFSCME Local 1588

The State of Connecticut (hereinafter referred to as the “State”), the Office of Higher Education (hereinafter referred to as “OHE”) and the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”) have reached the following agreement with respect to classifications within the AFSCME Local 1588 bargaining unit:

1. As certified by the Connecticut State Board of Labor Relations in Case No. SE-12069 – Decision No. 2744, AFSCME Local 1588 is the exclusive bargaining agent for the following administrative job titles used by the Office of Higher Education and the State Department of Education:

Director
Associate Director
Senior Associate
Senior Consultant
Consultant
Associate
Executive Assistant 2
Executive Assistant 1
Executive Assistant
Professional Assistant

2. Upon legislative ratification of the P-2 contract for the period July 1, 2021 through June 30, 2025, the parties agree that AFSCME Local 1588 will become part of the P-2 bargaining unit. AFSCME shall continue to be the exclusive bargaining agent for the above titles.

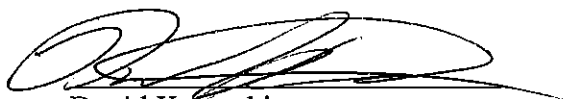
3. All titles that comprised the AFSCME Local 1588 bargaining unit shall be red-circled as of the date of legislative ratification.
4. On or before January 1, 2023, the State will commence an Objective Job Evaluation (“OJE”) of the above titles. Such OJE shall be completed by June 30, 2024. The purpose of the OJE is to evaluate all aspects of each job class and to determine whether salary adjustments are warranted. Upon completion of the OJE, incumbents in the above titles will be placed into existing P-2 job titles that correspond with their respective duties, or alternatively the State may elect to create new job titles. All employees in the above classifications shall remain on their existing range pay plan through the completion of the OJE, after which they will be compensated utilizing the “SH” salary schedules. Any remaining 1588 incumbents placed in a P-2 title which is a “downgrade” shall remain red circled at their then rate and receive all future negotiated pay increases for their respective title. The OJE results will be bargained at the same time as the July 1, 2024 wage re-opener.
5. The parties recognize that vacancies may occur in the red-circled titles either prior to or after legislative ratification of this agreement. In the event of such a vacancy, nothing shall prevent OHE from refilling the vacancy with a job title that exists outside (or inside) of the P-2 bargaining unit and for which P-2 is not the exclusive bargaining agent. The Union agrees that it will not file a grievance, labor charge or take any other legal action to contest the filling of vacancies in this manner.
6. Vacation Accrual Rate. Employees in the above titles at the time of legislative ratification shall continue to accrue vacation at the rate set forth in the Local 1588 Agreement. Employees hired after legislative ratification shall accrue vacation at the applicable rates as proscribed in Article 28 of the P-2 Contract.
7. Maximum Vacation Accruals. Employees in the above titles at the time of legislative ratification who are within 5 years of retirement eligibility shall retain the current maximum of one hundred twenty (120) days. Other employees who have accumulated vacation to an amount above the P-2 payout shall have two (2) years after legislative ratification to spend down (use vacation leave) to the P-2 maximum. All other employees shall be eligible to accrue vacation to a maximum as proscribed by the P-2 contract.
8. Longevity: At the time of legislative approval, employees who have the requisite years of service to receive longevity pursuant to the Local 1588 agreement shall continue to receive longevity at their current (2021) rate, until and unless exceeded by the corresponding P-2 amounts. The parties recognize that employees hired after July 1, 2011 are not eligible for longevity.
9. The following Articles of the P-2 Contract shall not apply to the titles identified above until completion of the OJE process described above: Article 14 (Transfers) except as it applies to reassignments, and sections 6 and 7 shall also apply, Article 15A

(Reclassification Grievances), Article 32 (Temporary Service in a Higher Class) and Article 33 (Class Reevaluations).

10. Other Terms and Conditions. Except as otherwise provided herein, the terms of the 2021 – 2025 P-2 Contract shall apply to all employees in the titles identified above.

11. The vacation and longevity rates contained herein shall not constitute comparable rates nor be admissible in any future P-2 negotiation or interest arbitration.

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 Kraveski
Acting Undersecretary for Labor Relations