

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-14

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Engineering, Scientific and Technical (P-4) Contract Changes

The following summarizes the substantive changes contained in the 2021-2025 Professional (P-4) Engineering, Scientific and Technical 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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 Deduction

Sections One – Eleven: These provisions were updated to comply with 2021, P.A. 21-25, § 1, codified as C.G.S. § 31-40bb and with Comptroller's Memo 2013-24. Note especially the Agency reporting requirements regarding employees new to the bargaining unit, as articulated in the New Section Eleven (printed below).

(new) Section Eleven. 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 separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a minimum, the employee's name, agency, job title and effective date of the action.

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

Article 7 Union Rights

Section Four: Add that Union staff representatives may have access to the premises for the purpose of discussing, processing, or investigating workplace-related complaints and other workplace issues.

Section Seven [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 agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section Ten: Provisions of this Section "Orientation and Training" (formerly Section Nine) modified as below:

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.

Article 8 Personnel Records

Section One: Update to indicate that the personnel file may be maintained by centralized Human Resources.

Section Two: The employee may access the personnel file within two (2) business days of his/her request to do so. The Union may access any employee's record for which it is the statutory representative upon presentation of written authorization by the appropriate employee.

Section Three: Update to indicate that an employee's refusal to sign derogatory material shall be noted, and that a Union delegate may sign (instead of "shall").

Article 10 Training, Tuition Reimbursement and Professional Development

Section Two: Maintain the funding allocation to the Professional Development Fund at \$70,000 for each year of the contract.

Section Three: The allocation to the Tuition Reimbursement Program is \$240,000 for Year 1 of the contract, and \$265,000 for Years 2, 3, and 4.

- The Number of credits eligible for reimbursement per contract year is increased from 12 to 16.
- Add: Upon agreement of the State and the Union, uncommitted money from the tuition reimbursement fund provided under this section may be transferred to supplement the Professional Development fund in Section Two during the term of this Agreement. The parties shall notify the Department of Administrative Services and the Office of the State Comptroller they reached mutual agreement on the amount that shall be transferred.

Article 11 Working Test Period

Section Five: Modify language that provides that an employee who fails a promotional Working Test period within the same agency must be returned to his/her previous position without any loss of benefits or seniority to include employees who are promoted via automatic progression who are unable to perform satisfactorily after six (6) months at the higher level.

Article 13 Order of Layoff and Reemployment

Section Two: Modify language to indicate that in the event of a layoff within a job classification, temporary employees and employees who have not completed their Initial Work Test Period shall be separated (changed from "laid off") first and shall not have bumping rights.

Article 14 Grievance Procedure

Section Three: Modify language that when an individual employee or group of employees elects to submit a grievance without Union representation, said grievance must be in compliance with Section Two.

Section Six: Modify language to indicate that Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

Section Nine: Arbitration

- Modified Arbitration Protocol language in Appendix D (see below).
- Cases to be submitted to arbitration via electronic submission.
- For arbitrations involving dismissal, demotion, or suspensions in excess of five (5) days, either party may request a court reporter (delete language about an arbitrator maintaining a cassette recording of the hearing testimony).

Article 15 Discipline, Suspension, Demotion and Dismissal

Section Four: Replace “roster card” with “personnel file.”

Article 16 Hours of Work

Section One:

- Add “The parties may agree to other start and end times by agency or work unit”.
- 20% premium not to apply to a non-standard or unscheduled work week in excess of six (6) months duration.
- Replace “arbitration” with “statutory impasse”.
- Add: Effective 7/1/2022, employees who previously moved to 40-hour schedules under an agreement that precluded application for an AWS schedule as a condition of that agreement, may now request an AWS schedule consistent with the menu of AWS options offered by the employing Agency. Management reserves and retains all rights to evaluate such AWS requests consistent with current practice.

Article 19 Compensation

Section One General Wage Increases

[Note: There are new MOU’s regarding the restructuring of pay plans for specific classifications in the IT Series and in the Transportation Engineer Series. Those MOU’s are included later in this document.]

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 P-4 employees who are active employees in the bargaining unit on the date of legislative ratification, and to former P-4 employees who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

Effective with the pay period that includes July 1, 2022, the base annual salary for all P-4 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-4 employees who are active employees in the bargaining unit on July 1, 2022.

Effective with the pay period that includes July 1, 2023, the base annual salary for all P-4 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-4 employees who are active employees in the bargaining unit on July 1, 2023.

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 only Article 19 (Compensation), Section 1 (General Wage Increase) and Section 2(a) (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Two Annual Increments and Special Lump Sums

- (a) Retroactive to July 1, 2021 and upon legislative approval, the annual increment for the 2021-2022 contract year shall be paid for those who are an active employee in the bargaining unit on the date of legislative ratification, and to employees who left in good standing with ten (10) years or more of state service or who retired between July 1, 2021 and the date of legislative ratification.

Employees will continue to be eligible for and receive annual increments during the terms of this contract and in accordance with existing practice for contract years 2022-2023 and 2023-2024.

- (b) Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a two thousand five hundred dollar (\$2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members. The special lump sum payment shall be paid to bargaining unit members who are an active employee on March 31, 2022, and to bargaining unit members who retired or who left in good standing with ten (10) years or more of state service between March 31, 2022 and the date of legislative ratification.

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

Section Three Longevity: No changes – Employees are eligible for longevity payments in each year of the contract in accordance with existing practice.

Section Four Maximum Step Employees: No changes.

Section Five: No changes

Section Six Individual Rates of Hire: No changes [Note: There are new MOU's regarding hiring rates for specific classifications in the IT Series and in the Transportation Engineer Series. Those MOU's are included later in this document.]

Section Seven Classification Rate of Hire and Recruitment and Retention Stipend: No changes

Section Eight Classifications with Stipends: No changes

Section Nine Restructuring of pay structure: Deleted

Section Ten Funds and other payments: Renumbered to Section Nine

Section Eleven Job Security: Deleted

Section Twelve Furlough Days: Deleted

Article 21 Travel

References to "Standard State Travel Regulations in existence on June 30, 1987" are changed to State Policy.

Article 27 Health and Safety

Annual fund shall continue to be funded each year of the contract.

Article 42 Vacations

The carry over provision is modified as follows:

No employee will carry over more than ten (10) days of vacation leave to the next year; ~~provided, h~~ However, that in exceptional circumstances agency permission may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

Article 43 Sick Leave

Section Four: There are several changes to the administration of the sick leave bank, including:

- Eligibility reduced from 2 years of employment to 18 months.
- Receipt of leave approval from the approving authority is a condition of eligibility.
- Use of sick leave bank benefits may cross from one contract year into the next without a new (separate) application for the new contract year.

Full Section Four language is as follows:

1. There shall be an Emergency Sick Leave Bank to be used by all permanent employees. The bank has been established to provide full-time and part-time (34 hour), permanent employees with partial salary benefits during periods of leave due to long-term disability and/or illness of the employee. Application for use of this bank shall be made to the designated committee (item 6, below). The application shall be provided to both committee members simultaneously.
2. To be eligible to use sick leave bank benefits, the employee must have:
 - a. been employed by the State for two ~~(2)~~ or more years eighteen (18) or more months
 - b. have exhausted all sick leave and personal leave
 - c. have exhausted vacation leave in excess of sixty (60) days
 - d. have exhausted any other compensatory time
 - e. an injury or illness which is not covered by Workers' Compensation
 - f. ~~an acceptable medical certificate supporting continued absence on file~~ received full approval, from the Human Resources authority responsible for approving leaves of absence on behalf of the member's employing Agency, for a leave of absence due to the employee's own qualifying illness or injury. In such case, the Sick Leave Bank Committee will determine if the other requirements for use of sick leave bank have been met, and render a decision as soon as practicable, but not more than 14 days from the Committee's receipt of leave approval. Employees may apply for use of the sick leave bank while their application for a leave of absence is pending, and such application will be processed and held pending approval of the leave by the HR authority responsible for such.
 - g. has not been disciplined for sick leave abuse for the two (2) year period preceding application; provided, however, the committee may waive this requirement.
3. The benefit amount shall be paid at a rate of one-half (1/2) for each day of illness or injury. Payments shall begin on the sixth (6th) day after exhaustion of leave and/or Worker's Compensation as referenced in item 2 above. However, during this six (6) day period the employee may, if so requested by the employee, receive vacation leave payment from his/her sixty (60) day or less balance. An employee may draw from the bank for a maximum of 200 one-half (1/2) days or up to 100 three-quarters (3/4) days per contract year. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit. An individual is eligible to apply for and receive Sick Leave Bank benefits only while said individual is, and remains, employed by the State. The committee will not approve any sick leave bank benefit beyond the authorized leave end date; if the employee receives an approved extension of leave, the employee may apply for an extension of Sick Leave Bank benefits, subject to the maximums specified herein. Likewise, if an eligible employee has a subsequent qualifying condition and applies for Sick Leave Bank benefits, the subsequent application will be considered on its own merits, and in the context of the maximums under

this Section. If the approved leave crosses over from one contract year into the next, the committee will approve an allotment of sick leave bank benefits that covers that period, without requiring the employee to submit a new application for the new contract year provided that the other requirements for sick bank usage continue to be met; the maximum benefit per contract year remains applicable in these circumstances.

4. The employing Agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day he/she will be entitled to an equivalent position pursuant to the provisions of CGS 5-248a provided he/she return work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.
5. The fund shall be established by donations from each P-4 member employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. The fund shall be maintained by a contribution from each employee (P-4 member) following his/her having obtained ~~two (2) years~~ 18 months of State Service. If the bank should fall below 10,000 hours the committee will recommend whether additional contributions should be made.
6. The fund shall be administered by a two-person committee. The two persons shall be appointed for the term of the contract; one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee the respective unit (Union or State) shall make a replacement appointment. The committee will be authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance process.
7. The Article supersedes Regulations 5-247-5 and 5-247-6.

Section Six: Increase the number of sick leave days that may be used in the event of death in the immediate family, from 3 days to 5 days. Last sentence defining term "domestic partner" is deleted.

Article 45 Miscellaneous Leaves and Benefits

Section Two. Civil Leave ~~(court time)~~. Civil leave (not jury duty) within the normal work day shall be treated as time worked when the employee is subpoenaed, and is neither a plaintiff nor defendant, and does not have a particular, direct, and material financial interest that would be reflected in the judgment of the matter. ~~The intent of this~~

~~Section is to grant such leave consistent with past practice under the previous contract.~~

Section Four: This Section defining “domestic partner” is obsolete and has been deleted in its entirety. As a result, what was Section Five will be re-numbered as Section Four.

Article 47 Printing and Distribution of Agreement

Section One. Electronic copies of this Agreement shall be made available to employees and management personnel. To the extent necessary, the parties will share the cost of printing the Agreement in booklet form. The Union will be responsible for printing a mutually agreed number of contract booklets and the State will reimburse the Union at the rate of forty-seven cents (\$.47) for each booklet.

~~**Section Two.** The Union will distribute the booklet to all present and new employees.~~

Article 49 Legislative Action

The cost of 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(b) of the Connecticut General Statutes or as otherwise provided by said section. ~~The State employer shall request such approval as provided in said Section.~~ If the legislature rejects this Agreement such request as a whole, the parties shall follow the statutory impasse procedures return to the bargaining table.

Article 57 Duration

This agreement shall be effective July 1, 2014~~21~~ and shall expire on June 30, 2024~~25~~. Unless otherwise stated to the contrary, language provisions shall take effect upon legislative approval. In accordance with Connecticut General Statutes, either party may request the other to negotiate a successor agreement by mailing such request to the other party, where upon negotiations shall commence as soon as practicable. By mutual agreement, the parties may begin negotiations on a date different than provided for in the Connecticut General Statutes.

[NOTE: There is a wage reopener in effect for the final year of the collective bargaining agreement, as specified in Article 19.]

Article 60 Snow Days

Language in this Article is updated to reflect terms currently used – Level One and Level Two (instead of Essential and Non-Essential). Terms are also defined. Full text of Article is below:

Section One. Level One and Level Two Essential Employees.

For the purpose of Snow Day and Inclement Weather declarations, the State uses the nomenclature “Level One” (formerly “Essential”) and “Level Two” (formerly Non-Essential”) to differentiate between those employees who are required to report to the official duty station, and those who are not. Employing Agencies are responsible assigning

these designations, and timely informing employees.

~~Definition – for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.~~

Where a primarily non-hazardous duty bargaining unit include both essential and non-essential 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, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed ~~nonessential~~ Level Two state employees not to report to the worksite.

Section Two. Vacation, PL and Sick Time Impact for ~~Non-Essential~~ Level Two Employees.

Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift.

Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift

Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

Section Three. 10 month Employees Choosing a 12 month Pay Plan.

Said employees shall be treated like any other 12 month employee for purposes of inclement weather closings.

Appendix D Arbitration Protocol

The current Appendix D is deleted in its entirety and is replaced with the following:

MEMORANDUM OF UNDERSTANDING

REGARDING THE RESOLUTION OF GRIEVANCES (To replace the protocol -- Appendix D)

The State and the Union agree that it is in the parties' mutual interests to address and resolve grievances as expeditiously as possible. The undersigned parties agree, therefore, as follows:

1. A committee shall be empaneled consisting of a Union Representative, a Representative from the Office of Labor Relations, and an Agency Representative whose pending cases are subject to Committee review and discussion.
2. The State and the Union shall develop a list of not less than five (5) grievances one week before the meeting that the parties intend to review and discuss.
3. Said Committee shall meet at least twice quarterly to review and make recommendations regarding the disposition of the grievances pending currently at the arbitration step of the grievance process. The parties will meet in December of each year to set expected dates for such meetings. By mutual agreement, the parties may hold additional meetings to address a grievance backlog.
4. The Union, OLR, and Agency Representative must possess the authority to act upon said pending cases during the meeting. Only those persons necessary for bringing the matter to resolution need to attend.
5. It is understood and agreed that any resolution of said grievances must be immediately reduced to writing when possible and executed by the State and the Union using an agreed upon form. Otherwise, grievances shall be scheduled for arbitration in the order in which arbitration is demanded except that cases that involve overpayments or that pose an ongoing monetary liability to the State will have scheduling priority by order of filing. Notwithstanding, either party may choose up to five (5) matters per year to be given prime or expedited priority. In addition, any grievance involving the separation of a bargaining unit member shall automatically be given prime or expedited priority.
6. No grievance shall be ripe for Committee review unless and until it has been heard and answered at Step 2 of the grievance procedure.
7. The following shall apply for grievances involving discipline at the level of dismissal, demotion, or suspension in excess of ten (10) working days: These grievances shall be filed directly to the Office of Labor Relations (Central) consistent with the time requirements of Article 14, Section Five. Within thirty (30) days of receipt of the grievance, a representative of the Office of Labor Relations (Central) shall convene a conference with the relevant parties (Union, Grievant, Agency Labor Relations Staff, and other Agency Representative, as appropriate) for the purpose of exchanging relevant documents, and gathering other information, including via mutual questioning by the parties in attendance. If the grievance is not resolved as a result of discussions at the conference, the OLR Representative will issue a written response within fifteen (15) days of the conference. A grievance that adheres to the procedure

outlined in this paragraph will be considered ripe for Committee review.

8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.
9. No matters that are otherwise deemed non-grievable or non-arbitrable are subject to committee review.
10. All conferences and committee meetings convened pursuant to this MOU shall be closed to the public unless the parties mutually agree otherwise.

Appendix E Job Security

This Appendix is obsolete, and has been deleted in its entirety.

MOU Summer Picnic / Christmas Party

“Christmas” is changed to “Holiday”

New MOU CSEA P-3B and P-4 DAS Issues

The Parties agreed to meet and discuss a variety of matters regarding job classifications. For this Bargaining Unit, the issues are limited to the Department of Transportation.

MEMORANDUM OF UNDERSTANDING

CSEA P-3B and P-4 DAS Issues

During negotiations for the successor agreement to the Parties’ July 1, 2016 through June 30, 2021 labor contract, the Union raised a variety of issues pertaining to job classifications, including career ladders, promotional opportunities, and experience and training requirements.

Given the broad responsibilities invested in the Department of Administrative Services for developing job classifications, experience and training criteria, and promotional policies, the Parties have agreed to convene a meeting no later than April 30, 2022, concerning DAS-related issues in the P-3B and P4 bargaining units. Attendees will include:

- Commissioner of DAS
- Commissioners (or designees, if necessary) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership
- Union Leadership
- Such others as any of those above deem helpful

The purpose of such a meeting will be to explore fully the matters set forth in Union bargaining proposals which were produced but put aside for this purpose in the most recent round of bargaining. Those proposal numbers were:

- P3-B, proposals 16, 37, & 46
- P-4, proposals 7, 45-48, & 69

At the meeting the participants will discuss the proposals, identify needs and interests of the agencies involved, assess potential courses of action and the impacts thereof, and develop a plan to address any matter where it is determined and agreed that action is warranted.

MOU Agencies “For Administrative Purposes Only”

Change to reflect the “APO” connection of the Commission on Human Rights and Opportunities is to the Department of Labor (and no longer to the Department of Administrative Services).

MOU Job Vacancy Postings

Update language to show that vacancies are to be posted electronically by the Department of Administrative Services.

MOU IT Technology Transformation

The existing MOU is deleted and is replaced with the following:

Memorandum of Understanding

IT Optimization

(Replaces “Information Technology Transformation MOU”, p. 38)

Ratification of this agreement shall not preclude the parties from continuing to negotiate the impact of statewide IT optimization on matters that include, but are not limited to:

- Performance;
- Training and development;
- Bumping rights;
- Contracting out;

Identifying and addressing job classes performing IT functions covered presently by other bargaining units.

MOU New Hires

This MOU has been deleted in its entirety.

New MOU IT Recruitment and Retention

This is a new MOU, by which the pay plan will be adjusted for IT classifications, effective 7/1/2022, by dropping 2 steps and adding 2 steps. The MOU is as follows:

MEMORANDUM OF UNDERSTANDING INFORMATION TECHNOLOGY RECRUITMENT AND RETENTION

Effective July 1, 2022, there shall be a new pay plan established for the following bargaining unit titles:

IT Technician Trainee (35 Hours) and (40 Hours)
IT Technician (35 Hours) and (40 Hours)
IT Analyst Trainee (35 Hours) and (40 Hours)
IT Analyst 1 (35 Hours) and (40 Hours)
IT Analyst 2 (35 Hours) and (40 Hours)
IT Analyst 3 (35 Hours) and (40 Hours)
IT Subj Matter Expert (35 Hours) and (40 Hours)
IT Supervisor (35 Hours) and (40 Hours)

The new pay plan will be created by taking the existing pay plan for the above classes, and adjusting such in accordance with the drop two/add two step methodology.

- The first 2 steps of each salary group shall be removed.
- Two additional steps shall be added to each salary group, consistent with increment level in effect for each salary group.
- By virtue of the creation of this new pay plan, employees who are in either step 1 or step 2 of the pay plan in effect prior to July 1, 2022 will move to step one of the new pay plan (step 3 of the current plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

New MOU Hiring Rates for IT Classifications

This is a new MOU, by which an agency may extend specific hiring rates to candidates who have specific years of experience and training beyond the minimum qualifications. Effective through 6/30/2025. The MOU is as follows:

MEMORANDUM OF UNDERSTANDING
Hiring Rates for Information Technology Classifications
Effective Through June 30, 2025

The State of Connecticut (hereinafter referred to as the "State"), the Connecticut State Employees Association, SEIU Local 2001, Engineering, Scientific and Technical (hereinafter referred to as "P-4 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to the following hiring rate flexibility for outside hires in these job classifications²:

IT Technician Trainee (35 Hours) and (40 Hours)
IT Technician (35 Hours) and (40 Hours)
IT Analyst Trainee (35 Hours) and (40 Hours)
IT Analyst 1 (35 Hours) and (40 Hours)
IT Analyst 2 (35 Hours) and (40 Hours)
IT Analyst 3 (35 Hours) and (40 Hours)
IT Subj Matter Expert (35 Hours) and (40 Hours)
IT Supervisor (35 Hours) and (40 Hours)

3. Candidates with 3-5 years of relevant information technology experience beyond the minimum qualifications for the job class may be hired at Step 2 at time of hire.
4. Candidates with 5 or more years of relevant information technology experience beyond the minimum qualifications for the job class may be hired at Step 3 at time of hire.
5. Candidates with a degree in information technology, specialized experience or certifications in technologies that are deemed in demand by the employer may be offered an additional step at time of hire.
6. In following this agreement the Agencies will not be required to seek authorization to offer a hiring rate to an outside candidate, but will provide notice to the Union prior to the employee's first day of employment.
7. Each Agency that utilizes this agreement will provide a quarterly report to the Union that includes: the Agency, job class, employee name, salary grade step, and criteria met to impose the hiring rate.
8. Existing employees in Step 1 or 2 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials

outlined in the 1-6 above. In order to be considered the Employee may request an audit of their personnel file from the Agency Human Resource Office.

9. This stipulation shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of the July 2021 – June 2025 agreement.

² Candidates must meet requirements of minimum qualifications and special qualifications as stated in the job spec to qualify for hiring rate specified above. This MOU does not override the qualifications specified in each job spec.

New MOU Migration of IT Employees Within Scope of IT Optimization to 40-Hour Schedules

This is a new MOU, by which the parties agreed upon methodology and timeframes for moving IT employees who will become employees of the Bureau of Information Technology Solutions to 40-hour schedules. The stated intent is to complete offering of 40-hour schedules by 6/30/2025. The MOU is as follows:

Memorandum of Understanding Migration of Information Technology Employees in the P-4 Bargaining Unit Workforce Who Are Within the Scope of IT Optimization to 40-Hour Schedules

The State and the Union have agreed to prioritize the voluntary migration of the 35-hour P-4 workforce inside of Information Technologies to 40-hour schedules which is particularly urgent due to IT Optimization. To accomplish this priority, the parties have agreed to the approach as described below:

1. Development and implementation of targets for voluntary movement to 40-hour schedules by employees who are in scope for IT Optimization, and are, thereby, slated to become employees of the Department of Administrative Services / Bureau of Information Technology Solutions (BITS).
 - a. The Office of Labor Relations shall meet with representatives from the Bureau of Information Technology Solutions (BITS) and if needed other State agencies to develop targets for moving staff to 40-hour schedules.
 - b. The State will consider budgetary capacity and operational need in setting and implementing targets.
 - c. The following criteria shall be used to set priorities for the voluntary movement of employees within the scope of IT Optimization to 40-hour schedules, according to the confines of budgetary limits and position availability:
 - i. Employees with identified high-need skill sets, or special skills, where the additional hours can be directed to address specific organizational objectives.

- ii. Employees within units which have a high percentage of budgeted vacancies that are pending recruitment, where the additional hours can be directed to mitigate staffing considerations.
 - iii. Employees within operations with the greatest business demand, where the additional hours can be directed to address critical priorities.
 - iv. In addition to the above criteria, employee seniority shall be given consideration as a factor in setting the sequence for approval among volunteers who have requested 40-hour schedules.
 - d. Employees identified through this process will be offered a one-time opportunity to accept a 40-hour schedule.
 - e. The State will begin offering 40-hour schedules to identified employees prior to July 1, 2022. At least 40 of then-current 35-hour in-scope Information Technologies work force shall be offered 40-hour schedules by October 1, of 2022; this is anticipated to represent 20% of the targeted workforce. The parties are committed to offering 40-hour schedules to as many employees as possible, and as expeditiously as possible. Toward that end, at the beginning of each subsequent 6-month period starting on October 1, 2022, the State shall assess the number of employees who have yet to be offered 40-hour schedules; during each 6-month period, the State shall offer 40-hour schedules to at least 20% of the 35-hour employees identified at the beginning of that 6-month period. This process shall continue until all such employees have been offered such schedules. The parties intend to complete the process of offering current employees the opportunity for a 40-hour schedule no later than June 30, 2025.
 - f. The Office of Labor Relations and the Union will schedule regular meetings with the Union to discuss progress and timeframes.
 - g. Employees who have turned down an initial offer for a 40-hour schedule may, following at least one (1) year from declination of the initial offer, request consideration for a future offer of a 40-hour schedule. A declination following a second offer will result in the employee's removal from consideration for migration to a 40-hour schedule.
2. Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.
 3. Employees who move to 40-hour schedules under this may apply for an AWS schedule that is consistent with the menu of options offered by BITS. Management reserves and retains all rights to evaluate such AWS requests consistent with current practice.
 4. In the event of unanticipated budgetary changes that place the migration of employees to 40 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

New MOU Migration of P-4 Bargaining Unit Workforce to 37.5-Hour Schedules

This is a new MOU by which the parties agreed to prioritize voluntary movement to 37.5 hours. The MOU identifies implementation targets. It also allows straight time overtime payment from 35 to 40 hours for all employees, including those over the overtime cap. Employees with 15 years of seniority will have ongoing priority. The MOU is as follows:

Memorandum of Understanding Migration of P-4 Bargaining Unit Workforce to 37.5-Hour Schedules

The State and the Union have agreed to prioritize the voluntary migration of the 35-hour P-4 workforce to 37.5-hour schedules. This Agreement shall not include positions that are designated as in-scope for IT Optimization; those positions are covered under a separate agreement. To accomplish this priority, the parties have agreed to a multi-faceted approach as described below:

1. Development and implementation of targets for voluntary movement to 37.5-hour schedules by Agency.
 - a. The Office of Labor Relations shall meet with representatives from State agencies to develop targets for moving staff to 37.5-hour schedules.
 - b. Agencies will consider budgetary capacity and operational need in setting and implementing targets.
 - c. Employee seniority will be a priority consideration for agencies in setting and reaching targets.
 - d. Employees identified through this process will be offered a one-time opportunity to accept a 37.5-hour schedule.
 - e. At least 75 employees within the Department of Energy and Environmental Protection (DEEP) will be offered at least 37.5-hour positions no later than 1/1/23. At least 25 employees outside of DEEP will be offered the same opportunity by 1/1/23.
 - f. The Office of Labor Relations and the Union will schedule regular meetings with the Union to discuss progress and timeframes.
2. Voluntary straight time payment up to 40 hours.
 - a. Effective 7/1/2022, employees who are currently scheduled for 35 hours may volunteer to be assigned work up to 40 hours and receive straight time overtime pay.
 - b. Payment of straight time overtime up to 40 hours includes employees who are in positions that are above salary group 24.

- c. Agencies will permit such assignments within current budgetary appropriations, within the requirements of restricted funds, and consistent with agency operating needs.
 - d. Once an employee who is above salary group 24 has been offered, and has accepted, a 37.5-hour schedule, the standard parameters for compensatory time per the collective bargaining agreement shall apply for hours worked in excess of 37.5.
 - e. The Office of Labor Relations will schedule regular meetings with the Union to address any areas of concern, including disparate utilization of paid overtime.
3. Ongoing migration for employees with 15 years of seniority.
- a. Effective 7/1/2024, any employee who has fifteen (15) years of seniority and has not yet been offered a permanent schedule of 37.5 hours shall receive a one-time opportunity to accept a 37.5-hour schedule.
 - b. Following 7/1/2024:
 - i. Employees who reach 15 years of seniority between July 1 and December 31 will receive a one-time opportunity to accept a 37.5-hour schedule as of January 1 immediately thereafter.
 - ii. Employees who reach 15 years of seniority between January 1 and June 30 will receive a one-time opportunity to accept a 37.5-hour schedule as of July 1 immediately thereafter.
 - c. Employees who have turned down an initial offer for a 37.5 hour schedule may, following at least one (1) year from declination of the initial offer, request consideration for a future offer of a 37.5-hour schedule. A declination following a second offer will result in the employee's removal from consideration for migration to a 37.5-hour schedule.

Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.

In the event of unanticipated budgetary changes that place the migration of employees to 37.5 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

New MOU Recruitment and Retention for Transportation Engineer 3, Transportation Supervising Engineer, and Transportation Principal Engineer

This is a new MOU, by which the pay plan will be adjusted for the above classifications, effective 7/1/2022, by dropping 2 steps and adding 2 steps. The MOU is as follows:

**MEMORANDUM OF UNDERSTANDING
TRANSPORTATION ENGINEER 3, TRANSPORTATION SUPERVISING ENGINEER,
AND TRANSPORTATION PRINCIPAL ENGINEER
RECRUITMENT AND RETENTION**

Effective July 1, 2022, the pay plans for the titles of:

- Transportation Engineer 3
- Transportation Supervising Engineer
- Transportation Principal Engineer

Shall be adjusted in accordance with the drop two/add two step methodology within their respective pay plans.

Because these classifications are covered by the “hook” methodology as referenced in Article 19, Section Four, the pay plan will be structured as follows, to maintain the integrity of the “hook”.

- Employees will no longer proceed through their salary group and then proceed to the maximum salary of the next salary group.
- Rather, the pay plan for these classes will be structured as follows –
 - A step shall be added to the current salary group, which represents the incremental difference as if the employee had “hooked” to the maximum of the next salary group.
 - Following the addition of this step, two (2) additional steps shall be added at rate of an increment consistent with the increments for the “hooked” salary group.
 - The end result will be a salary group with thirteen (13) steps, with the hook increment occurring between steps 10 and 11.

Example: Transportation Engineer 3

- Right now, Transportation Engineer 3 is in salary group FE 27.
- There are 12 steps in this salary group.
- Once an employee reaches step 12, they get their 13th increment by going to the rate in place for salary group 28, step 12. This increment rate is at 4.767%.
- The new pay plan would:
 - Drop steps 1 and 2.
 - This means that what was step 12 becomes step 10.
 - Then, a new step 11 is created and added, at an increment of 4.767% above step 10. This maintains the hook.
 - Next, new steps 12 and 13 are created and added, at the rate of increment for steps in salary group 28.

- The intent of this approach is to keep the hook in place, then add 2 steps as a retention incentive.

By virtue of the creation of this new pay plan, employees who are in either Step 1 or Step 2 of the pay plan in effect prior to July 1, 2022 will move to Step 1 of the new pay plan (Step 3 of the current pay plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

New MOU Hiring Rates for Transportation Engineer 3, Transportation Supervising Engineer, and Transportation Principal Engineer

This is a new MOU, by which an agency may extend specific hiring rates to candidates who have specific years of experience and training beyond the minimum qualifications. Effective through 6/30/2025. The MOU is as follows:

MEMORANDUM OF UNDERSTANDING Hiring Rates for Transportation Engineer 3, Transportation Supervising Engineer, and Transportation Principal Engineer Effective Through June 30, 2025

The State of Connecticut (hereinafter referred to as the "State"), the Connecticut State Employees Association, SEIU Local 2001, Engineering, Scientific and Technical (hereinafter referred to as "P-4 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications³:
 Transportation Engineer 3
 Transportation Supervising Engineer
 Transportation Principal Engineer
3. Candidates with 3-5 years of engineering experience beyond the minimum qualifications for the job class may be hired at Step 3 at time of hire.
4. Candidates with 5 or more years engineering beyond the minimum qualifications for the job class may be hired at Step 4 at time of hire.
5. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire.
6. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.

³ Candidates must meet requirements of minimum qualifications and special qualifications as stated in the job spec to qualify for hiring rate specified above. This MOU does not override the qualifications specified in each job spec.

7. Each agency that utilizes the above guidelines will provide a quarterly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.
8. Existing Employees in Steps 1-4 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in 1-6 above. The Employee may request an audit of their personnel file from the Agency Human Resource Office.
9. This memorandum shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of this July 2021 – June 2025 agreement.

New MOU Transportation Engineer 2

This is a new MOU to support recruitment and retention, by which the pay plan will be adjusted for the above classification, effective 7/1/2022, by dropping 1 step and adding 1 step. The MOU is as follows:

MEMORANDUM OF UNDERSTANDING TRANSPORTATION ENGINEER 2

Effective July 1, 2022, the pay plans for the title of Transportation Engineer 2 shall be adjusted in accordance with the drop one/add one step methodology within the respective pay plans.

Because this classification is covered by the “hook” methodology as referenced in Article 19, Section Four, the pay plan will be structured as follows, to maintain the integrity of the “hook”.

- Employees will no longer proceed through their salary group and then proceed to the maximum salary of the next salary group.
- Rather, the pay plan for this class will be structured as follows –
 - A step shall be added to the current salary group, which represents the incremental difference as if the employee had “hooked” to the maximum of the next salary group.
 - Following the addition of this step, one (1) additional step shall be added at rate of an increment consistent with the increments for the “hooked” salary group.
 - The end result will be a salary group with thirteen (13) steps, with the hook increment occurring between steps 11 and 12.

Example: Transportation Engineer 2

- Right now, Transportation Engineer 2 (40 Hours) is in salary group FE 23.
- There are 12 steps in this salary group.

- Once an employee reaches step 12, they get their 13th increment by going to the rate in place for salary group 24, step 12. This increment rate is at 4.7%.
- The new pay plan would:
 - Drop step 1.
 - This means that what was step 12 becomes step 11.
 - Then, a new step 12 is created and added, at an increment of 4.7% above step 11. This maintains the integrity of the hook.
 - Next new a new step 13 is created and added, at the rate of increment for steps in salary group 24.
- The intent of this approach is to keep the hook in place, then add one step as a retention incentive.

By virtue of the creation of this new pay plan, employees who are in Step 1 of the pay plan in effect prior to July 1, 2022 will move to Step 1 of the new pay plan (Step 2 of the current pay plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

CONNECTICUT AGRICULTURAL EXPERIMENT STATION – [P-4 ADDENDUM]

This addendum contains a Preamble, and 17 articles. The only changes are to Articles 4 and 5 as follows:

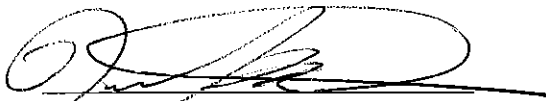
Article 4 Job Openings and Right of Transfer

- Jobs are to be posted on the DAS website, instead of “in a conspicuous location accessible to employees”.

Article 5 Employee Handbook

- Employees will receive a link to the prevailing contract and to State Policies.
- Language about a supply of “the State Personnel Policy Board regulations” has been deleted.

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