



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

May 25, 2022

GENERAL NOTICE NO. 2022-17

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: DCF Program Supervisors Bargaining Unit (P-8) Contract Changes

The following summarizes the substantive changes contained in the 2021-2024 DCF Program Supervisors (P-8) Bargaining Unit Contract. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article 6 Union Security and Payroll Deduction

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 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. 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 CBA 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 to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. 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 dues deducted under this Article, together with a list of all employees for whom said deductions were made, as well as a list of all employees in the bargaining unit, shall be remitted to the appropriate designee identified by AFSCME Council #4 promptly after the payroll period in which such deductions are made.

The State will furnish AFSCME Council #4, each month, with the names 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 {designate recipient} and shall include the new bargaining unit member's work location.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are sufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.

Section Eight. The Union agrees to indemnify the State for any damages or costs incurred in defense of actions taken under this Article by the State.

Article 7 Service Ratings

Section Four. Added Language. "The evaluator shall document in writing any category rating of 'fair' or 'unsatisfactory.' The explanation may include suggestions to improve the category rating."

Article 10 Transfers

Section One. Added requirement that a copy of DCF Program Supervisor positions will be provided to the Union's president contemporaneous with their posting.

Article 12 Grievance Procedure

Section Six. Added language. Step I. "The agency head shall designate a single person to receive electronic filings at step one. Such filings shall be considered timely if sent within the 30-day time period."

Added Language. Step II. "Submissions of a grievance to Step II shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive email."

Added Language. Step III. "Submission to arbitration shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations."

Added Language. Step III. "For purposes of this Section, timeliness of electronic submissions shall be determined based upon the electronic record of the parties."

Article 13 Compensation

Section One. General Wage Increases.

- (a) 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 Program Supervisors who are active employees in the bargaining unit on the date of legislative ratification, and to Program Supervisors 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.
- (b) Effective with the pay period that includes July 1, 2022, the base annual salary for all Program Supervisors shall be increased by two and one-half percent (2.5%). The increase shall apply to all Program Supervisors who are active employees in the bargaining unit on July 1, 2022.
- (c) Effective with the pay period that includes July 1, 2023, the base annual salary for all Program Supervisors shall be increased by two and one-half percent (2.5%). The increase shall apply to all Program Supervisors who are active employees in the bargaining unit on July 1, 2023.

Section Two. Annual Increments.

- (a) Effective and retroactive to the pay period that includes January 1, 2022 and upon legislative approval, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date. This retroactive increment shall be paid to Program Supervisors who are active employees in the bargaining unit on the date of legislative ratification, and to Program Supervisors who retired or who left in good standing with ten (10) years or more of state service between January 1, 2022 and the date of legislative ratification.

- (b) Effective with the pay period that includes January 1, 2023, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.
- (c) Effective with the pay period that includes January 1, 2024, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2023-2024, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

Section Three. Special Lump Sum Payments.

- (a) Effective and retroactive to July 1, 2021, and upon legislative approval, full-time Program Supervisors 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 Program Supervisors. The special lump sum payment shall be paid to Program Supervisors who are an active employee on the date of legislative ratification, and to Program Supervisors 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.
- (b) Effective July 1, 2022, full-time Program Supervisors 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 Program Supervisors and shall be paid in the payroll including July 1, 2022.

Section Five. Effective ninety (90) days following Legislative Approval of this Agreement, all employees shall be paid through direct deposit.

Article 14 Compensatory Time

Section Two. Program Supervisors shall record all hours worked in a manner determined by the employer. DCF will maintain records concerning the earning and usage of compensatory time within the bargaining unit based on payroll records. The Union may request such records no more than once per quarter on a calendar-year basis.

Article 25 Labor-Management Committee

Section One. Added work-life balance, inclusive of workload considerations, as one of the topics for labor-management committee consideration. Formal written minutes of committee meetings will be taken at the request of either party.

Article 32 Distribution of Agreement

The Union shall be responsible for printing contract booklets for its personnel and members. The State shall publish an electronic version of the Agreement on the State of Connecticut, Office of Policy and Management website.

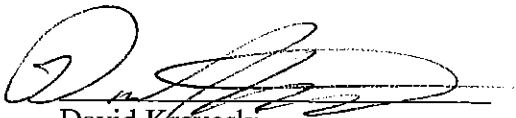
Article 34 Duration of Agreement

July 1, 2021 to June 30, 2024

New Article Summer Picnic and Holiday Party

Each Program Supervisor shall be entitled to up to four (4) hours off to attend a DCF or Local 3419-sponsored summer picnic and up to four (4) hours off to attend a DCF or Local 3419-sponsored holiday party.

Please use this as a guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at (860) 418-6447 or e-mail questions to Tammy.Kowalski@ct.gov.



David Krayeski
Acting Undersecretary for Labor Relations