

# NP-9 TENTATIVE AGREEMENT

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## ARTICLE 6

### UNION SECURITY AND PAYROLL DEDUCTIONS

**Section One.** ~~During the life of this Agreement~~ **Consistent with labor laws and precedent,** an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

**Section Two.** ~~Union dues shall be deducted by the State employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~ **The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.**

**Section Three.** ~~An employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to~~

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~~become a member of the Union which is the exclusive bargaining agent for his/her unit, or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.~~ **The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their 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 their 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 Four.**

**Section Four.** ~~The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Conn. Gen. Stat. § 5-280 to pay such a fee as a condition of employment, provided however, no such payment shall be required of an employee whose membership is terminated for reasons other than non-payment of Union dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the applicable dues payable to the Union. The Union shall comply with the requirements of Chicago Teachers' Union v. Hudson, 775 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.~~ **Upon request of the State, the Union shall**

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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. An Agency may request a dues reconciliation not more than twice per contract year.

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

**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 cover the period in question (non-retroactive).

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**Section Seven.** Payroll deduction of Union dues shall **not** be ~~discontinued~~ **made** for other employee organizations not parties to this Agreement.

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

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

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

**Section Eleven.** **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**

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**minimum, the employee name, agency, job title and effective date of the action.** The State will provide the Union with a monthly report of the ~~new hires~~ ~~and~~ separations in the bargaining unit. The report shall contain the employee name, job title and effective date of the action.

FOR THE STATE: \_\_\_\_\_

FOR THE UNION: \_\_\_\_\_



DATE: \_\_\_\_\_

DATE: 3.15.22

\_\_\_\_\_

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## ARTICLE 7 UNION RIGHTS

**Section one. Union Business Leave.** The Union shall be provided with a bank of hours to release members on paid time for approved union business leave. For each year of the contract the total number of hours shall be 250. The hours shall roll over from contract year to contract year but will terminate at the termination of the contract.

This bank of hours shall be in addition to paid release time to stewards to investigate and represent members in work place matters and grievance hearings, and will be in addition to release time for the biennial CSEA, SEIU Local 2001 Convention, **and will be in addition to paid release time for union designee to conduct, and for new members to attend, new member orientations.**

**Section two. Bulletin Boards.** The Union will ~~also~~ be provided space in each work location to post union related information which information shall not be derogatory in nature.

**Section Three. New Member Orientation.** The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined

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with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

Section Four. Access to Premises. Union Staff Representatives and officials shall be permitted to enter the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating grievances, workplace-related complaints and other workplace issues, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

Section Five. 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

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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.

FOR THE STATE: \_\_\_\_\_ FOR THE UNION: Dal E. Long

DATE: \_\_\_\_\_ DATE: 3.15.22



# TENTATIVE AGREEMENT

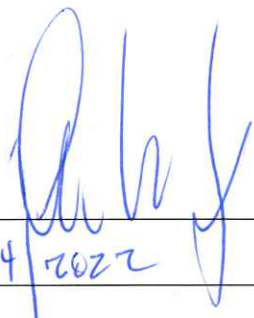
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## ARTICLE 9

### WORKING TEST PERIOD

Section Two. (a) Both the initial and promotional working test period for classes covered by this Agreement shall be one (1) year. (b) A working test period interrupted as the result of extended illness and/or authorized leave of absence of three more than five days ~~or more~~ shall be suspended for such period and will resume when the employee returns to duty and is able to carry out the duties and responsibilities of the position.

FOR THE STATE:



DATE:

9/14/2022

FOR THE UNION:



DATE:

2/14/2022

# TENTATIVE AGREEMENT

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## ARTICLE 12 GRIEVANCE PROCEDURE

STEP 2. AN UNRESOLVED GRIEVANCE FILED AT STEP 1 MAY BE APPEALED TO THE ~~DIRECTOR~~ Undersecretary FOR LABOR RELATIONS OR DESIGNEE WITHIN SEVEN DAYS OF THE RECEIPT OF THE STEP 1 ANSWER OR WITHIN 45 DAYS OF THE FILING OF THE GRIEVANCE IF THERE IS NO STEP 1 RESPONSE. THE ~~DIRECTOR~~ Undersecretary FOR LABOR RELATIONS OR DESIGNEE MAY HOLD A CONFERENCE WITHIN 30 DAYS OF THE RECEIPT OF THE GRIEVANCE AND ISSUE A RESPONSE WITHIN 15 DAYS OF THE STEP 2 CONFERENCE. FAILURE TO SUBMIT THE GRIEVANCE WITHIN THE ABOVE TIME LIMIT SHALL BE DEEMED A WAIVER OF THE GRIEVANCE. Submission of a grievance to Step II (OLR) shall be by electronic mail. Submissionolr@ct.gov.

FOR THE STATE:

DATE:

FOR THE UNION:

DATE:

2/14/2022

# TENTATIVE AGREEMENT

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### ARTICLE 14 HOURS OF WORK

Bargaining unit members shall work a five day on, two day off, four day on, three day off, schedule with the work days generally falling on Monday through Friday on the day shift.

The regular work day shall be nine hours or nine and one-one-quarter hours with one-half hour at the beginning of the day and at the end of the day for travel to and from work. Bargaining unit employees shall average forty hours a week of work over an eight week period.

Bargaining unit members shall not be entitled to any overtime pay and may only earn Compensatory Time as provided for in a separate Article under this agreement. The Union agrees not to seek overtime provisions in any successor contract to this Agreement.

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

FOR THE STATE:

FOR THE UNION:

DATE:

DATE:

3.10.22

## NP-9 TENTATIVE AGREEMENT

### ARTICLE 17 - COMPENSATION

#### SECTION ONE. GENERAL WAGE INCREASES

(a) The chart below shows the salary and classes effective as of the expiration of the prior agreement.

Step	Class	Years in Grade	Total Annual
1	Lieutenant	0-3 as Lieutenant	\$129,102
2	Lieutenant	3-5 as Lieutenant	\$133,649
3	Lieutenant	5+ as Lieutenant	\$138,193
1	Captain	0-3 as Captain	\$145,467
2	Captain	3-5 as Captain	\$150,013
3	Captain	5+ as Captain	\$154,559

~~(b) — Effective the first day of the pay period following July 1, 2019, each salary level in each covered classification, namely Lieutenant and Captain shall receive a 3.5% increase:~~

~~Lieutenant 0-3 years in rank \$124,736 3+ years in rank \$ 129,129 5+ years in rank \$133,520~~

~~Captain 0-3 years in rank \$140,548 3+ years in rank \$144,940 5+ years in rank \$149,332~~

~~(c) — Effective the first day of the pay period following July 2020, each salary level in each covered classification, namely Lieutenant and Captain shall receive a 3.5% increase:~~

~~Lieutenant 0-3 years in rank \$129,102 3+ years in rank \$133,649 5+ years in rank \$138,193~~



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~~Captain 0-3 years in rank \$145,467 3+ years in rank \$ 150,013 5+ years in rank \$154,559.~~

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

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

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

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

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

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

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

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

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

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

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

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

### Special Lump Sum Payments:

Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of \$2,500 (two thousand five hundred dollars). Eligible employees shall be those active employees in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of \$1,000 (one thousand dollars).

### **Section Two. Lump Sum Payments.**

~~Effective in July 2016, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July, 2016-June 30, 2017 contract year.~~



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~~Effective July 2017, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2017-June 30, 2018 contract year.~~

~~Effective July 2018, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2018-June 30, 2019 contract year.~~

~~Effective July 2019, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2019 to June 30, 2020 contract year.~~

~~Effective July 2020, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2020 to June 2021 contract year.~~

**Effective July 1, 2022 (the July 2021 lump sum having already been paid), each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the each contract year.**

**Section Three.** Movement through Classification salary levels.

**In contract year July 1, 2021 to June 30, 2024, each bargaining unit employee in each classification whose years in rank qualifies that officer for advancement to a higher salary level shall move to that salary level effective the**

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first full pay period following the date of their appointment to the applicable rank in accordance with the 0-3, 3+ and 5+ salary levels.

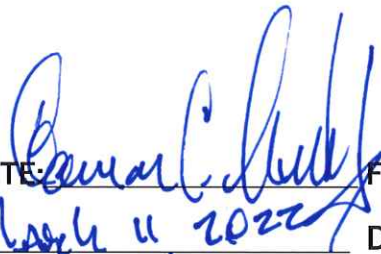
### **Section Four.** ~~Payments to officers in 2018-2019.~~

~~In July of 2018, each bargaining unit employee in the classification of Lieutenant and Captain shall receive a \$2,000 lump sum payment.~~

### **Section Five.** ~~Furlough days July 2017-2018 contract year.~~

~~In the 2017-2018 contract year, in lieu of furlough days pursuant to the SEBAC Agreement, effective July 1, 2017, and for each month during the 2017-18 contract year, bargaining unit members shall have a reduction of one-quarter of a day sick leave.~~

FOR THE STATE:



DATE:

March 11, 2022

FOR THE UNION:



DATE: 3.11.2022



# TENTATIVE AGREEMENT

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## ARTICLE 18

### TUITION REIMBURSEMENT

Tuition reimbursement for up to nine credits per semester. Reimbursement at the rate of 100% for tuition and lab fees for credits at a community college and reimbursement up to 85% of the per credit rate at the University of Connecticut for any undergraduate and/or graduate credits.

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

FOR THE STATE: 

FOR THE UNION: 

DATE: March 11, 2022

DATE: 3.10.22

# TENTATIVE AGREEMENT

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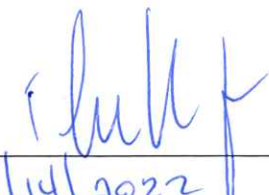
## ARTICLE 27

### PREGNANCY, MATERNAL AND PARENTAL LEAVE

SECTION TWO. UP TO FIVE ~~TEN~~ (5 10) DAYS OF PAID LEAVE, DEDUCTED FROM SICK LEAVE WILL BE PROVIDED TO AN EMPLOYEE IN CONNECTION WITH THE BIRTH, ADOPTION OR TAKING CUSTODY OF A CHILD.


FOR THE STATE:

DATE:

  
2/14/2022

FOR THE UNION:

DATE:

  
2/14/2022

# TENTATIVE AGREEMENT

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## ARTICLE 31 WORKING TEST PERIOD

Except where varied in this agreement, the State will continue in force its written rules and regulations with reference to sick leave, personal leave, or other paid or unpaid leave.

~~Notwithstanding the foregoing, for the contract year 2017-18, in lieu of furlough days, bargaining unit members shall accrue one-quarter less sick days each month, for a total reduction during the year of three (3) sick days. If an employee terminates employment before June 30, 2018 without having provided the full benefit of the reduction, an appropriate adjustment shall be made to his accrual and/or final paycheck.~~

FOR THE STATE:



DATE:

2/14/2022

FOR THE UNION:



DATE:

2/14/2022

# TENTATIVE AGREEMENT

## ARTICLE 37

### SICK LEAVE

#### SECTION TWO. EMPLOYEES MAY USE SICK LEAVE:

- (a) WHEN INCAPACITATED FOR DUTY.
- (b) FOR MEDICAL, DENTAL, OR EYE EXAMINATIONS, OR TREATMENTS, FOR WHICH ARRANGEMENTS CANNOT BE MADE OUTSIDE OF WORKING HOURS.
- (c) DEATH IN THE IMMEDIATE FAMILY. IN THE EVENT OF DEATH IN THE IMMEDIATE FAMILY, WHEN AS MANY AS THREE (3) WORKING DAYS LEAVE WITH PAY MAY BE USED.
- (d) IN THE EVENT OF CRITICAL ILLNESS OR SEVERE INJURY OF A MEMBER OF THE IMMEDIATE FAMILY WHO REQUIRES THE ATTENDANCE OF THE EMPLOYEE, PROVIDED THAT NOT MORE THAN FIVE ~~TEN~~ (5) DAYS OF SICK LEAVE PER CALENDAR YEAR SHALL BE GRANTED THEREFOR.
- (e) FOR GOING TO, ATTENDING, AND RETURNING FROM FUNERALS OF PERSONS OTHER THAN MEMBERS OF THE IMMEDIATE FAMILY, PROVIDED THAT NOT MORE THAN THREE (3) DAYS OF SICK LEAVE PER CALENDAR YEAR SHALL BE TAKEN THEREFOR.
- (f) IMMEDIATE FAMILY MEANS SPOUSE, PARENT, SIBLINGS, CHILDREN, AND ALSO ANY RELATIVE WHO IS DOMICILED IN THE EMPLOYEE'S HOUSEHOLD.

FOR THE STATE:

FOR THE UNION:

DATE:

DATE:

2/14/2022

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### ARTICLE 41

#### DURATION

1. ~~This agreement covers the period of July 1, 2016 to June 30, 2021.~~ **This agreement covers the period of July 1, 2021 to June 30, 2025.** The language changes herein shall become effective upon legislative approval unless stated to the contrary.
2. Negotiations for a successor agreement to this agreement shall commence within the timetable established under C.G.S. Section 5-276 (a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.
3. **Notwithstanding section 1, above, there shall be a reopener with respect to general wages and salary level effective July 1, 2024. Negotiations shall commence within the timetable established under C.G.S. Section 5-276(a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.**

FOR THE STATE:



FOR THE UNION:



DATE:

March 11, 2022

DATE: 3.10.22