

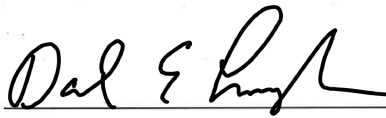
TENTATIVE AGREEMENT

ARTICLE 1 - RECOGNITION

Section Two. This Agreement shall cover only those employees whose job titles fall within the **certifications** above. It shall not apply to non-permanent employees who are appointed to nonpermanent temporary, emergency, or seasonal positions nor to durational positions of six (6) months or less, Employees appointed originally on a provisional basis and/or employees appointed to durational positions established for six (6) months or more shall be covered by this agreement but shall have no right to appeal from termination due to expiration of position or failure to successfully complete the required examination process.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

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 **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.~~

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. Any employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Four.~~

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. 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 Section 5-280-A to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall be equal to P-4 unit members' dues payable to the Union.

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

Section Five. The amount of dues ~~or agency service fees~~ 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 Treasurer of the Union within a week after the payroll period in which such deduction is made ~~together with a list of employees for whom any 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 fees~~ 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).

Section Seven. Payroll deduction of Union dues shall **not** be **made** ~~discontinued~~ 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~~, provided any such payroll deduction has been 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 this Section.

Section Ten. In accordance with those 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. 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.

(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 name, agency, job title and effective date of the action.

For the Union (P-4):

Dal E. Long
Date 3.9.22

For the State:

Michael Long 3.9.2022
Date

TENTATIVE AGREEMENT

Note: Where there is no change to the language of a specific section of Article 7, it is so noted. In some sections, there is a change in numbering only, and current language is to remain in effect.

ARTICLE 7 - UNION RIGHTS

Section One. **NO CHANGE**

Section Two. **NO CHANGE**

Section Three. **NO CHANGE**

Section Four. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating grievances, **workplace-related complaints and other workplace issues**, or fulfilling the Union's role as collective bargaining agent, provided that they give advance notice to the appropriate designee and give advance notice of their presence immediately to the supervisor in charge of the unit to be visited and do not interfere with the performance of duties. Union designees shall not be permitted into secure areas, unless accompanied by a management designee, to investigate "on job" grievances, e.g. unsafe working conditions. An area will be provided for meetings between employees and Union designees. The Union and the State will cooperate in the application of this Section.

Section Five. **NO CHANGE**

Section Six. **NO CHANGE**

[NEW] Section Seven. 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 ~~Seven~~**Eight**. NO CHANGE TO THE LANGUAGE IN CURRENT SECTION SEVEN, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN

Section ~~Eight~~**Nine**. NO CHANGE TO THE LANGUAGE IN CURRENT SECTION EIGHT, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN

Section ~~Nine~~**Ten**. Orientation and Training. Section Nine. Orientation and Training. ~~The Union will provide each new employee with a copy of the collective bargaining agreement then in force. The State will provide at least one (1) hour for the steward and any newly hired employee to meet during the first week of work. The State will notify the Union of all new employees.~~ The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

Section ~~Ten~~**Eleven**. NO CHANGE TO THE LANGUAGE IN CURRENT SECTION TEN,
OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION SEVEN

Section ~~Eleven~~**Twelve**. NO CHANGE TO THE LANGUAGE IN CURRENT SECTION
ELEVEN, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION
SEVEN

Section ~~Twelve~~**Thirteen**. NO CHANGE TO THE LANGUAGE IN CURRENT SECTION
TWELVE, OTHER THAN RE-NUMBERING DUE TO INSERTION OF NEW SECTION
SEVEN

For the Union (P-4):



Date 3.9.22

For the State:



3.9.2022

Date

TENTATIVE AGREEMENT

ARTICLE 8 - PERSONNEL RECORDS

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record or maintained by centralized Human Resources, exclusive of any other file or record. ~~In certain agencies, which do not maintain personnel files or records at the agency level,~~ To the extent there is an agency which does not maintain the files itself or have them maintained by centralized Human Resources, the official personnel file shall be that which is maintained at the institution level. In such cases, the employee shall be notified by letter, with copy to the Union, of the location of the official personnel file.

Section Two. An employee covered hereunder shall, within two (2) business days of ~~on~~ his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file. Material that is barred from inspection by the employee as confidential or privileged under law shall not be placed nor shall remain in the official file. Time off for file inspection shall be allowed in accordance with existing agency practice provided, however, no employee shall be allowed less than one (1) hour. An employee shall be allowed to examine and copy, at his/her expense, all materials which he/she prepared and/or signed. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records for which it is the statutory representative upon presentation of written authorization by the appropriate employee. The Union shall have access to any employee's records which are relevant to a pending arbitration case. The employer reserves the right to determine relevancy. Disputes concerning relevancy shall be resolved by the arbitrator.

Section Three. No derogatory material shall be placed in an employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. If the employee refuses to sign, it shall be noted and a Union delegate shall may sign indicating receipt prior to placement of the derogatory material in the file. Derogatory material which is not merged in the next service rating shall be considered void after two (2) years unless voided sooner or incorporated into an official disciplinary action. For purposes of this section, "voided" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment related purposes under this contract.

At any time an employee may file a written rebuttal to any derogatory material in his/her personnel file which will be placed in said file. An employee may file a grievance

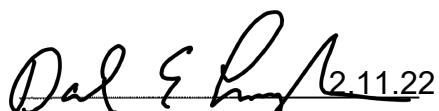
objecting to any derogatory material placed in his/her personnel file provided, however, no such grievance shall be arbitrable unless it is alleged by the State employer as just cause for discipline.


Section Four. [No change.]

Section Five. [No change.]

FOR THE UNION (P-4)

FOR THE STATE:


Date

 2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 10 – TRAINING, TUITION REIMBURSEMENT, AND PROFESSIONAL DEVELOPMENT

Section One. The employer recognizes its responsibility to provide relevant training for each employee, continue on-the-job training, professional development and the need for its employees to keep abreast of technological advancements in the various fields related to State government.

The State will make periodic reviews of its in-service training programs in order to update current courses and/or additional programs. When acquiring new technically advanced equipment or systems, the State will have as many employees as reasonably possible trained by the vendor or State Personnel skilled in the operation or application. Employees trained in the operation of new equipment or the installation of new systems may provide training to other employees as directed by management provided the employees concerned are personally able and capable. The State recognizes that certain benefits accrue both to the State and employee through professional development opportunities including, but not limited to, the attendance at or purchasing of required materials for professional workshops, conferences, courses (including 9 online courses) and seminars, related to attainment of certification or licensure, and membership in professional organizations.

The appointing authority or designee, working within the framework of budgetary constraints will support these activities and memberships. Management retains the right to determine training needs, programs, and procedures and to assign employees for training herein. Employees who attend may be requested to prepare reports and/or make presentation on the event and/or information acquired.

Section Two. A joint Professional Development Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional development activities. The Committee shall be comprised of two 2 representatives from both the State and Union. A request to use this fund for the upkeep of job-related professional licensure shall be considered, however only one job related license reimbursement will be considered per employee per year. A request by the employee to use this fund for licensure which is covered by Article 40, will be addressed under Article 40. A request by the employee to use this fund for tuition reimbursement expenses as described in Section 3 of this provision shall be handled in accordance with Section 3.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release.

TENTATIVE AGREEMENT

The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance or as soon as practicable. Approval of professional development opportunities by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall promptly forward the request to the Comptroller. Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in this Fund-and vice-versa.

There shall be seventy thousand dollars (\$70,000) appropriated to the fund each contract year. If additional appropriations are needed in the tuition reimbursement fund, professional development funds may be used with the agreement of both parties. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year.

Each eligible employee shall be entitled to a maximum of four thousand five hundred dollars (\$4500) reimbursement per the contract duration toward the cost of fees, materials, travel, food, and/or lodging related to professional development. Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

Section Three. The State shall allocate ~~one hundred forty thousand (\$140,000)~~ in years 1 and 2 of the contract for the tuition reimbursement program. ~~The fund will be increased by \$80,000 in year 3, increased by \$10,000 in year 4, and increased by \$10,000 in year 5.~~ **funds for the tuition reimbursement program as follows:**

- 2021-2022 contract year -- \$240,000
- 2022-2023 contract year -- \$265,000
- 2023-2024 contract year -- \$265,000
- 2024-2025 contract year -- \$265,000

Courses from accredited institutions of higher learning will be eligible for this reimbursement inclusive of long-distance learning courses. There will be unlimited carryover of unused moneys in fund from one contract year to the next. The maximum reimbursement rate shall be 75% of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs inclusive of fees. No employee may be eligible for reimbursement for more than ~~three (3) courses or twelve (12)~~ **sixteen (16)** credits in each year of the contract.

TENTATIVE AGREEMENT

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 that they reached mutual agreement on the amount that shall be transferred.

FOR THE UNION (P-4)



Date 3.9.22

FOR THE STATE:



Date

TENTATIVE AGREEMENT

ARTICLE 11 - WORKING-TEST PERIOD

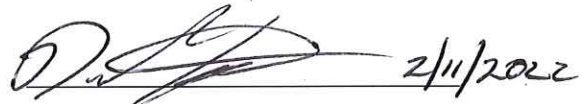
Section Five. In all cases when an employee is promoted or has laterally transferred she/he shall serve a six-month working test period. If an employee fails a promotional Working Test Period within the same agency, the employee must be returned to his/her previous position without any loss of benefits or seniority. **This includes employees who are promoted via automatic progression who are unable to perform satisfactorily after six (6) months at the higher level.** If an employee fails a promotional Working Test Period in another agency, the employee shall be returned to the position he/she last held in the agency from which he/she was transferred without loss of benefits or seniority. If the employee fails a lateral transfer Working Test Period, he/she shall be returned to his/her previous position without any loss of benefits or seniority. Failure of the Working Test Period in this instance shall not be subject to the grievance and arbitration procedure. An employee in a promotional or lateral transfer working test period will have a discussion with his/her supervisor prior to the conclusion of the six (6) month period to gain the benefit of supervisory input as to performance in the new position, and/or to consider alternative placement. For this purpose a transfer between "parenteticals" shall be considered a lateral transfer. Bumping rights in such situations shall remain in the original position until successful completion of the working test period.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 13 - ORDER OF LAYOFF AND REEMPLOYMENT

Section Two. For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail.

1. In agencies with multiple facilities or regions, the least senior in the facility or region, by classification, shall be selected for layoff. Under this Agreement, only the Department of Transportation and the Department of Energy and Environmental Protection shall be considered to have multiple facilities or regions. In the Department of Transportation, the regions shall be defined as the District offices, the DOT headquarters and the Rocky Hill Laboratory. In the Department of Energy and Environmental Protection, the regions shall be defined as DEEP headquarters and its satellite offices in the Hartford area, and the field.
2. In all other agencies under this Agreement, the least senior by classification shall be selected for layoff.

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 laid-off separated first and shall not have bumping rights.

If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 14 – GRIEVANCE PROCEDURE

Section One. [No change.]

Section Two. [No change.]

Section Three. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an “institutional” or “general” grievance on its own behalf. “Institutional” or “general” grievances which affect more than one State agency shall be filed directly to Step III within the period specified in Section Five. 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 above and the Union’s representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section Four. [No change.]

Section Five. [No change.]

Section Six. The Grievance Procedure.

Step I. [No change.]

Step II. [No change.]

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for the Office of Labor Relations to play an active role in the contract

grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for the ~~Office of Labor Relations~~ or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said ~~Director~~ Undersecretary within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section Five. Said Director or his/her designated representatives shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

Arbitration. [No change.]

Section Seven. [No change.]

Section Eight. In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State employees Employer's answer had been timely filed on the last day. The grievant or the Union assents to the last attempted resolution by failing to appeal said decision in a timely manner, or by accepting said decision in writing.

Section Nine. Arbitration.

~~This Section Nine addresses arbitration submission and scheduling. In prior P-4 contracts, there was a requirement for the arbitrator to be available to schedule the case within 60 days of appointment. This procedural provision was frequently not followed. The parties had a mutual concern over delays in getting arbitrations scheduled and conducted within a reasonable timeframe.~~

~~Effective July 1, 2001, the above referenced 60 day period was removed from section nine. In agreeing to this deletion the parties pledged a cooperative approach and effort to schedule arbitration hearings. To achieve the mutual goal of timely arbitration scheduling the parties through their respective designees shall meet monthly to schedule those grievances submitted for arbitration per section 9(a). This monthly scheduling meeting involves assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available. Cases shall be scheduled for arbitration in accordance with the procedures of Appendix D.~~

(a) Effective with the Legislative approval of this Collective Bargaining Agreement the parties shall agree as to whom the arbitrators will be to serve on the P-4 panel. An Arbitrator who is new to the P-4 panel may be removed from the panel by either party any time after he/she issues his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If the arbitrator is not dropped after his/her third award, he/she will serve for the term of the Agreement. Notwithstanding the above the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

The panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, electronic submission to a dedicated email address, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator or electronically submitted. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension, or any other cases where the Union is not a party, one-half the cost shall be borne by the party pursuing the matter submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

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

In cases of dismissals, demotions, or suspensions, in excess of five (5) days, either party may request a court reporter to transcribe the hearing. ~~the arbitrator to maintain a cassette recording of the hearing testimony~~. Costs of transcription shall be borne by the requesting party. A party requesting a ~~stenographic transcript~~ court reporter shall arrange for the court reporter ~~stenographer~~ and pay the cost thereof.

The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion

of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

Effective July 1, 2006, the following expedited process may be applied for dismissed employees. After the Step 3 decision, the matter may be submitted directly to a mutually agreed upon designated arbitrator, who has previously agreed to hold such hearings within thirty (30) calendar days. The arbitrator shall then hold the arbitration hearing within thirty (30) calendar days. The parties by mutual agreement may extend the time limits described above.

Section Ten. [No change.]

Section Eleven. [No change.]

Section Twelve. [No change.]


Section Thirteen. [No change.]

FOR THE UNION (P-4)

FOR THE STATE:



Date 2.17.22

 2/17/2022

Date

TENTATIVE AGREEMENT

ARTICLE 15 - DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL


Section Four. Definitions and Procedures.

- (a) If the employee's grievance is upheld, he/she shall be reinstated with full pay retroactive to the date of demotion and any notation of the demotion shall be removed from the employee's roster card **personnel file**.

FOR THE UNION (P-4)

FOR THE STATE:


Date


Date

TENTATIVE AGREEMENT

ARTICLE 16 - HOURS OF WORK

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period. **The parties may agree to other start and end times by agency or work unit.**

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational

needs and only after advance approval by the Undersecretary for ~~the Office of~~ Labor Relations, prior consultation with the Union and not less than two (2) weeks advance notice to affected employees, except when:

(a) the standard work week is being established; or (b) an emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Undersecretary for ~~the Office of~~ Labor Relations, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Employees who are temporarily [defined as the duration of the assignment or Project, but not more than six (6) months], assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situation such as, but not limited to, Aragon Bridge or the Truck Weight Study but are not meant to apply to the ~~Slatter~~ **Slattery** case **a non-standards or unscheduled workweek in excess of six (6) months duration** or Article 17, Section Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

1. The **State** Employer and the Union, through negotiations, may agree in writing to establish a forty (40) hour workweek. Either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to the grievance or **statutory impasse**-~~arbitration~~ procedure. Forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, either as outlined above, or through offering to the Union the opportunity to discuss upgrading work hours as an alternative to filling a position.

Each Agency shall use its best efforts to offer the opportunity for hours upgrades to interested employees. To assist in making decisions under this section, each Agency shall maintain a volunteer list of employees seeking additional hours as part of their regular assignment. Employees may add themselves, or remove themselves, from such list semi-annually. No grievance may be filed under this provision except by the Union.

2. The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Undersecretary for the Office of Labor Relations and the Executive Director of the Union. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined above.
3. **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.**

For the Union (P-4):



Date 3.9.22

For the State:



Date

3-10-2022

TENTATIVE AGREEMENT

ARTICLE 17 - OVERTIME

Section One. Overtime.

- (a) The provisions of this Article shall be interpreted consistent with C.G.S. Section 5-245, except when specifically provided otherwise.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.2.22


_____ 3.3.2022

Date

TENTATIVE AGREEMENT

ARTICLE 17 - OVERTIME

Section Four. Overtime pay shall not be pyramided. When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.3.22



3.3.2022

Date

Tentative Agreement

ARTICLE 19 – COMPENSATION

Section One. General Wage Increase.

~~There shall be no general wage increase paid to any P-4 employee for the 2016-2017 contract year.~~

~~There shall be no general wage increase paid to any P-4 employee for the 2017-2018 contract year.~~

~~There shall be no general wage increase paid to any P-4 employee for the 2018-2019 contract year.~~

~~Effective July 1, 2019, the base annual salary for all P4 bargaining unit employees shall be increased by three and one-half percent (3.5%).~~

~~Effective July 1, 2020, the base annual salary for all P4 bargaining unit employees shall be increased by three and one-half percent (3.5%).~~

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. ~~There shall be no annual increment or lump sum payment made for the 2016-2017 contract year.~~

~~There shall be no annual increment or lump sum payment made for the 2017-2018 contract year.~~

- (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.

Tentative Agreement

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.

The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule. An overall service rating of unsatisfactory (as defined in Article 9 and referenced in Article 19, Section 4 of the P-4 contract) may be grounds for denial of this payment.

(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.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases from their otherwise scheduled payment dates.

For the 2018/2019 contract year, there shall be a \$2,000 one-time payment to all employees, or top step lump sum plus \$1,000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payments shall be paid in July of 2018. The top step lump

paid shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice for contract years 2019-2020 and 2020-2021.

The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule. An overall service rating of unsatisfactory (as defined in Article 9 and referenced in Article 19, Section 4 of the P-4 contract) may be grounds for denial of this payment.

Section Three. Longevity. [CURRENT LANGUAGE, NO CHANGE]

Section Four. Maximum Step Employees. [CURRENT LANGUAGE, NO CHANGE]

Tentative Agreement

Section Five: [CURRENT LANGUAGE, NO CHANGE]

Section Six. Individual Rates of Hire. [CURRENT LANGUAGE, NO CHANGE]

Section Seven. Classification Rate of Hire and Recruitment and Retention Stipend. [CURRENT LANGUAGE, NO CHANGE]

Section Eight. Classifications with Stipends. [CURRENT LANGUAGE, NO CHANGE]

~~**Section Nine. Restructuring of pay structure.** The agreement shall reopen, effective July 1, 2019, solely to allow resolution of any demand the Union may make for a restructuring of salary, increment, or pay structure, consistent with the "Framework for Job Security concerning Wages and Other matters" attached to the 2017 SEBAC Agreement. That framework allows changes in the distribution of GWI and increment to reflect restructuring that may occur, but does not allow the Union to bargain to increase total compensation. The Union may effectuate the reopening by informing the State, in writing, on or before January 1, 2018, of its desire to do so.~~

Section Ten Funds and other payments - All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc., shall remain in place and continue in the same amounts presently in the collective bargaining agreement, except to the extent otherwise called for in the agreements. The Tuition Reimbursement Fund will be funded for FY 2017 a sufficient amount to pay for all pending Tuition Reimbursement requests for that year. Unexpended fund amounts shall roll over year to year, and any unexpended funds available at the end of the collective bargaining agreement shall be available for use in the next fiscal year.

~~**Section 11. Job Security.** Employees shall be covered by Job Security for Office of Labor Relations - Covered Units as set forth in the 2017 SEBAC Agreement. (See Appendix E)~~

~~**Section 12. Furlough days.** Each employee is required to take three (3) unpaid furlough days between July 1, 2017 and June 30, 2018. The equivalent cost of the furlough days will be deducted from the employee's annual salary in order to spread the financial impact of the furlough days equally throughout the year. Furlough days may be taken upon request, with appropriate notice, in whole day increments.~~



For the Union Date 3.9.22



For the State Date 3-9-2022

TENTATIVE AGREEMENT

ARTICLE 21 – TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in ~~the Standard State Travel Regulations in existence on June 30, 1987~~ **State Policy**, subject to such modifications and exceptions as provided herein:

Section One. Employees Assigned to Construction Projects. Construction Personnel in the Department of Transportation and the Department of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

In order to save energy, employees using a State vehicle may, at the option of the appointing authority, garage said vehicle at their home or at the nearest State facility.

Employees utilizing personally-owned vehicles on State business shall be paid \$4.50 per day vehicle use fees. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from March 1 to December 1 or for the period of assignment to a field construction Project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

Each employee required by the agency head to use a personally-owned motor vehicle for official State business, shall produce an insurance policy for review by the employer showing that the vehicle to be used is insured in at least the amount required by ~~the Standard State Travel Regulations~~ **State Policy**. The employee will then be reimbursed at the established rate for each mile traveled. Mileage shall be computed as the lesser of the following: (1) From the permanent employment station to and around his/her work area and return or (2) from home to and around his/her work area and return.

The mileage around the work area for which payment will be made will be that distance necessary for the proper performance of the work and actually traveled.

The gathering and moving of samples concrete beams and cylinders or other large or dirty items not normally moved in an automobile will whenever possible be transported by State vehicle. If an employee assigned to use his/her personal vehicle is directed to bring a State vehicle on to a work site, his/her payment for mileage to and from the work site will not be reduced.

If an employee is required to use his/her personal vehicle in areas where heavy traffic or other hazards exist, the State will furnish and attach without damage to the vehicle

such lights and/or signs as are necessary.

It is understood that an employee assigned to use a personal vehicle on State work will not be assigned a State vehicle under normal circumstances. However, a State vehicle may be assigned for brief periods under unusual conditions.


When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if his/her actions constitute willful or wanton misconduct.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 24 - METHOD OF SALARY PAYMENT

Section Three. In all other respects the method of salary payment on June 30, 2005~~20~~²¹ shall continue in force.

FOR THE UNION (P-4)

FOR THE STATE:


2/11/2022

Date


2/11/2022

Date

TENTATIVE AGREEMENT


ARTICLE 26 - PREGNANCY, MATERNITY ~~AL~~ AND PARENTAL LEAVE

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 30 - MEAL PERIODS

Subject to the Hours of Work Article, all employees shall be granted an unpaid one-half hour lunch period during each normal work shift. Whenever possible, the lunch period shall be scheduled in the middle of such shift.

The employer shall furnish an unpaid one half hour meal period to any employee who is required to work in excess of three and one-half (3 1/2) consecutive hours overtime in any one work day, and pay for said meal in accordance with current meal rate schedules. This provision will not apply when overtime work is performed during the employee's regular work hours but on a day not normally worked.

The State and the Union agree that the below listed job classifications ~~within the Central office of the Department of Public Works~~ **Administrative Services** may be assigned by the employer to a one hour lunch period:


Assistant Chief of Design & Review (Real assets) Public Works Chief of Special Projects
Public Works Chief Building Plans Reviewer Public Works Chief Engineer
Public Works Assistant Chief Engineer Chief Building Project Estimator
Public Works Chief Equipment Engineer (Real Assets)

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

ARTICLE 42 - VACATIONS

Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) vacation days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

zero (0) to five (5) years - five-sixths (5/6) day per month;

over five (5) and under ten (10) years - one (1) day per month;

over ten (10) and under twenty (20) years - one and one-quarter (1-1/4) days per month;

over twenty (20) years - one and two-thirds (1-2/3) days per month.

Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Effective July 1, 1980, for employees hired on or after July 1, 1977, the following vacation leave shall apply:

zero to five (0-5) years - one (1) day per month;

over five (5) and under twenty (20) - one and one-quarter (1-1/4) days per month;

over twenty (20) - one and two-thirds (1-2/3) days per month.

No employee will carry over more than ten (10) days of vacation leave to the next year, provided, 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.

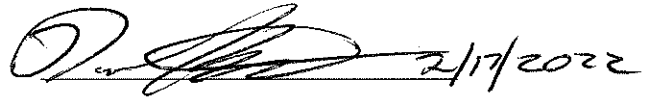
For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be sixty (60) days.

FOR THE UNION (P-4)

FOR THE STATE:



Date 2.17.22



Date

TENTATIVE AGREEMENT

ARTICLE 43

Sick Leave

Section Four. Sick Leave Bank.

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.

FOR THE UNION (P-4)

FOR THE STATE:



Date 2.26.22

 3.1.2022

Date

TENTATIVE AGREEMENT

ARTICLE 43 – SICK LEAVE

Section Six. In the event of death in the immediate family, an eligible employee shall be granted up to ~~three (3)~~ **five (5)** working days, chargeable to sick leave. Immediate family means spouse, parent, siblings, children, ~~civil union partner as provided in Public Act 2005-10, domestic partner~~ and also any relative who is domiciled in the employee's household. ~~For purposes of this section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.~~

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date


 2/11/2022


Date

TENTATIVE AGREEMENT

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.~~

 2/11/2022
Date

 2/11/2022
Date

TENTATIVE AGREEMENT

ARTICLE 45 - MISCELLANEOUS LEAVES AND BENEFITS

~~Section Four.~~ When the term spouse as utilized in this Agreement, it shall also mean domestic partner. A domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.


[NOTE: The removal of Section Four from this Article will result in the re-numbering of the remaining section in this article, from Section Five to Section Four.]

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

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.~~

FOR THE UNION (P-4)

FOR THE STATE:


Date 2/11/22


Date 2/11/2022


TENTATIVE AGREEMENT


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.

FOR THE UNION (P-4)

FOR THE STATE:


Date 2/11/2022


Date 2/11/2022

TENTATIVE AGREEMENT

ARTICLE 57 – DURATION OF AGREEMENT

This agreement shall be effective July 1, 2016~~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.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.9.22

 3.14.2022

Date

TENTATIVE AGREEMENT

ARTICLE 60 – SNOW DAYS AND INCLEMENT WEATHER

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.

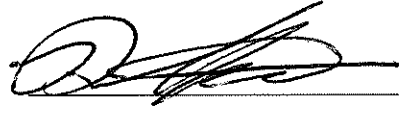
Said employees shall be treated like any other 12 month employee for purposes of inclement weather closings.

FOR THE UNION (P-4)



Date 2.17.22

FOR THE STATE:

 2/17/2022

Date

TENTATIVE AGREEMENT

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 either (1) it has been heard and answered at Step 2 of the grievance procedure; (2) it has been filed at Step 2 and the time for response has passed without agreed upon extension; or (3) it is a grievance which may be filed directly to step (3).
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) and a representative of the Union shall convene a conference with the relevant parties (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.

FOR THE STATE:

 3.14.2022

Date

FOR THE UNION:



Date 3.14.22

TENTATIVE AGREEMENT


APPENDIX E—JOB SECURITY

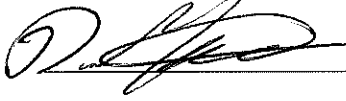
- ~~A. Job Security for Office of Labor Relations—Covered Units. The following job security provisions shall apply to all OLR Covered units which agree or have agreed to contracts in accordance with the 2017 Agreement Framework including the provisions for wages and other changes which are summarized in Attachment F.~~
- ~~1. From the July 1, 2017 and through June 30, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:~~
 - ~~a. Protection from loss of employment is for permanent employees and does not apply to:~~
 - ~~i. employees in the initial working test period;~~
 - ~~ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;~~
 - ~~iii. expiration of a temporary, durational or special appointment;~~
 - ~~iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);~~
 - ~~v. termination of grant or other outside funding specified for a particular position;~~
 - ~~vi. part-time employees who are not eligible for health insurance benefits.~~
 - ~~b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the attached implementation agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.~~
 - ~~c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.~~
 - ~~2. The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement & Training Process during and beyond the biennium to facilitate the carrying out of its purposes.~~
 - ~~3. The State shall continue to utilize the funds previously established for~~

carrying out the State's commitments under this agreement and to facilitate the Placement and Training process.

FOR THE UNION (P-4)

FOR THE STATE:


Date 2/11/2022


Date 2/11/2022

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:

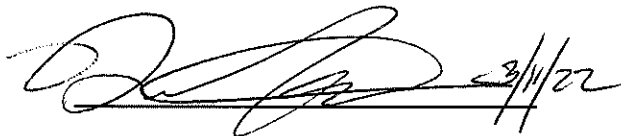
- Commissioner of DAS
- Commissioners (or designees, if necessary) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership
- Union Leadership
- Such others as any of those above deem helpful

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.

For the State:



Date

For the Union:



Date 3.11.22

TENTATIVE AGREEMENT

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 ne 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.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.14.22



Date

TENTATIVE AGREEMENT


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 classifications¹:
 - 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 2 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 3 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.
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.


State


Union 3.14.22

¹ 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.

TENTATIVE AGREEMENT

**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, 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 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 10. This maintains the hook.
 - Next, new steps 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.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.14.22

 3.14.2022

Date

TENTATIVE AGREEMENT

**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.

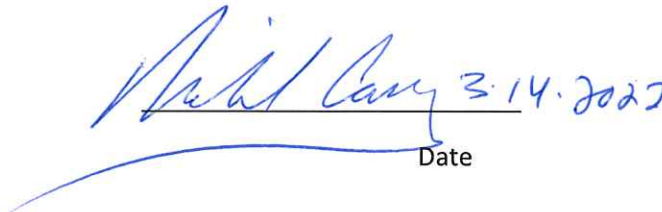
- The first 2 steps of each salary group shall be removed.
- Two additional steps shall be added to each salary group, consistent with in increment level in effect for each salary group.
- By virtue of the creation of this new pay plan, employees who are in either step 1 or step 2 of the pay plan in 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.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.14.22



Date

TENTATIVE AGREEMENT

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 classifications¹:

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

¹ 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.

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.

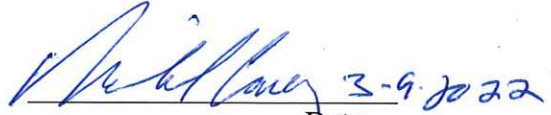
9. This memorandum shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of this July 2021 – June 2025 agreement.

For the Union (P-4):



Date 3.5.22

For the State:



Date

TENTATIVE AGREEMENT

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.

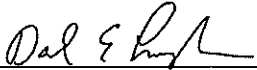
- a. Effective 7/1/2024, any employee who has fifteen (15) years of seniority and has not yet been offered a permanent schedule of 37.5 hours shall receive a one-time opportunity to accept a 37.5-hour schedule.
- b. Following 7/1/2024:
 - i. Employees who reach 15 years of seniority between July 1 and 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.

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.16.22



Date

TENTATIVE AGREEMENT

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 no later than June 30, 2025. 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.

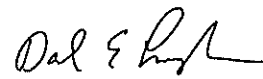
2. Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.
3. Employees who move to 40-hour schedules under this may apply for an AWS schedule that is consistent with the menu of options offered by BITS. Management reserves and retains all rights 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.

FOR THE STATE:

FOR THE UNION:



3.16.2022
Date



3.16.22
Date

TENTATIVE AGREEMENT

**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; and

FOR THE UNION (P-4)

FOR THE STATE:



Date 3.16.22


_____ 3.16.2022

Date

TENTATIVE AGREEMENT

CONNECTICUT AGRICULTURAL EXPERIMENT STATION CONTRACT

[P-4 ADDENDUM]

ARTICLE 4 - JOB OPENINGS AND RIGHT OF TRANSFER

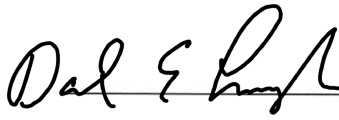
The employer shall cause to be posted, **on the DAS web site** ~~in a conspicuous location accessible to employees~~, all State open examination announcements and all statewide promotional examination announcements,


The employer will post, as indicated above, notices of vacancies for scientists and technicians at the Station, along with the necessary qualifications and instructions for applying for such positions. Such notices will be posted at the Station at least five working days prior to the dissemination of such notices to the public.

If an employee makes application for a vacant position within the Station, or another State agency, such action shall not be viewed with prejudice by the employer. The rate of pay on transfers will be in accordance with standard State personnel regulations.

FOR THE UNION (P-4)

FOR THE STATE:


2/11/2022
Date


2/11/2022
Date

TENTATIVE AGREEMENT

CONNECTICUT AGRICULTURAL EXPERIMENT STATION CONTRACT

[P-4 ADDENDUM]

ARTICLE 5 - EMPLOYEE HANDBOOK


Not later than thirty (30) days after receipt of same at the agency, each employee will be given **a link to** (1) a copy of the prevailing contract, (2) a copy of the State travel regulations, **State Policies**, and (3) copies of any general instructions issued by the employer to implement the provisions of the contract, Further necessary instructions on autos, purchasing, library, etc., will be available in suitable places. As long as the supply lasts, or if republished, whichever applies, a copy of the State Personnel Policy Board regulations will be provided to each new employee.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING AGENCIES "FOR ADMINISTRATIVE PURPOSES ONLY"

The parties agree that those agencies which have been designated as being attached to other agencies "For Administrative Purposes Only" shall be considered as separate agencies in application of the collective bargaining Agreement. For example, the Connecticut State Library which is attached to the Department of Education "for administrative purposes only" shall be considered as a separate agency. Similarly, the Commission on Human Rights and Opportunities and the Department of Administrative Services **Labor** shall be considered as separate agencies.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING: DOT- Bureau Of Policy And Planning

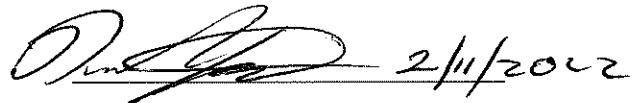
~~The State and the Union agree that the Department of Transportation (DOT) shall offer full-time DOT employees within P4 classifications within the DOT's Bureau of Policy and Planning a one-time opportunity to volunteer for an increased workweek from thirty-five hours per week to forty hours per week. Employees so electing will have their workweeks increased from thirty-five hours to forty hours effective June 19, 2009. In soliciting volunteers, the DOT will use a form and format similar to that used in implementation of the October, 2008 agreement between the State and the Union regarding certain P4 positions within the DOT.~~

FOR THE UNION (P-4)

FOR THE STATE:


2/11/2022

Date


2/11/2022

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

This memorandum is provided to affirm the understanding that job vacancies shall be posted by the Department of Administrative Services agencies. The method of posting ~~may~~ **will** be electronic ~~or on a bulletin board~~. It is intended that the posting of vacancies will be provided to ensure employee's opportunity to know of said vacancies.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

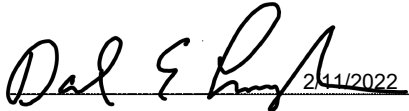
TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING - New
Hires

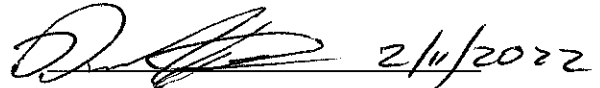
~~The State recognizes that there is a legitimate business need for the Union to have information on hires and separations in State service that impact the bargaining unit. Therefore, the State shall provide the Union with a monthly report identifying new hires and separations for the monthly period.~~

FOR THE UNION (P-4)

FOR THE STATE:


Date

Date


Date

Date

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING - SUMMER
PICNIC/CHRISTMAS HOLIDAY PARTY

The parties agree that each member of the P-4 Bargaining Unit will be granted one-half day for a summer picnic and one-half day for a Holiday Christmas Party.

Only those Christmas Holiday parties or summer picnics which have been approved by the Union or by the State will be recognized for the purposes of the half day off, and any employee not attending such event will forfeit the benefit of said half day.

FOR THE UNION (P-4)

FOR THE STATE:

 2/11/2022

Date

 2/11/2022

Date

