



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

September 6, 2017

GENERAL NOTICE NO. 2017-06-REVISED

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Maintenance and Service Bargaining Unit (NP-2) Contract Changes

The following summarizes the substantive changes contained in the 2016-2021 Maintenance and Service (NP-2) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article 6 Union Security

Section Two Employees who are members of the Union shall pay dues and initiation fees (as applicable). Union dues shall be deducted by the State employer from the biweekly paycheck of each employee who has signed an authorization form. Such deduction shall be discontinued after thirty (30) days advance written request of the employee.

Section Three An employee who is not a member of the Union shall pay an agency service fee to the Union for service as the exclusive bargaining agent of all bargaining unit employees.

Section Four The amount of agency service fee shall be determined by the Union; but that amount will not exceed the applicable dues payable to the Union, were that employee a Union member.

Section Five Dues and agency service fees shall be calculated and payable effective the beginning of the first full pay period following initial employment. As part of its internal governance, the Union agrees to provide each non-member agency service fee payer a written statement of the charges and expenditures incurred by the Union during the Union's previous fiscal year sufficient to permit an agency fee payer to object on ideological or political grounds.

Section Six The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the Union no later than fifteen (15) days after the payroll period for the deduction, together with a list of employees for whom any such deduction is made.

Article 7 Union Rights

Section Six The Union officers, stewards or members may, if immediate action is required to resolve a question or matter within the scope of the Union's duties as exclusive representative, use the telephone at their facility, subject to the reasonable discretion of management. Long distance phone calls shall not be billed to the State. Intrafacility telephone calls of reasonably short duration are allowed provided that there is no immediate interference with agency operations. The Union will cooperate in preventing abuse of this Section.

Article 10 Training

Section Seven Added provision concerning an in-service training program for Department of Transportation Maintainer classifications.

Article 11 Working Test Period

Section Two (a) Added language concerning four month working test period for employees who take positions in the same or lower pay grade and reference to Department of Administrative Services General Letter #31 regarding working test periods and extensions of such.

(b) Added language referencing Department of Administrative Services General Letter #31 regarding working test periods and extensions of such.

Section Three Added language concerning failure of promotional working test period within same agency or in another agency and return to previous position or vacancy within reasonable distance.

Section Four Added language concerning probationary period up to twelve weeks for transfers between agencies.

Article 12 Seniority

Section Four Added language concerning seniority being broken by separation not in good standing.

Section Five Strike references to active service reference periods.

Article 14 Vacancies

Section Five (d) Added language stating that practicums shall be conducted pursuant to Department of Transportation Administrative Guidelines.

Article 15 Transfers

Section Seven Added provision concerning Department of Transportation lateral transfer list process.

Article 16 Grievance Procedure

Section Six A. Changed language. Terminations, Demotions, Major Suspensions. Rules set forth process and procedure for grievances concerning terminations, demotions, and suspensions of ten days or more will remain with single private arbitrator. **B.** Changed language. Reprimands, Suspensions of less than 10 days, and Contract Interpretation Issues. Rules set forth process and procedure for grievances concerning reprimands, suspensions of ten days or less, and contract interpretation issues all being submitted to the State Board of Mediation and Arbitration on a three year trial basis. **C.** Changed language for processing of grievances regarding all cases. Language for the three sub-sections below:

A. Terminations, Demotions, Major Suspensions

Grievances concerning (i) terminations, (ii) demotions, and (iii) unpaid suspensions of ten (10) or more days shall be submitted to a single arbitrator in accordance with the procedures set forth below:

- 1) **Submission.** Submission shall be by certified letter, postage pre-paid, to the Office of Labor Relations.
- 2) **Selection of Panel.** The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
- 3) **Costs.** The parties shall share equally in the expenses of the arbitrator.
- 4) **Assignment of Cases.** Cases shall be assigned on a random basis to the arbitrator panel based on the date of filing, first filed, first assigned except that dismissal cases shall be given precedence in scheduling. The parties shall determine the process for random selection. For dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator if pending in OLR's docket for hearing before a single arbitrator. Grievances pending before the Connecticut State Board of Mediation (SBMA) may be heard by the same arbitrator by agreement of the parties.
- 5) **Removal of Arbitrator.** Either party, upon written notice to the other between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st, the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.
- 6) **Arbitrability.** A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
- 7) **Pending Cases.** The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.
- 8) **Expedited Cases.** Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.
- 9) **Postponements.** In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

B. Reprimands, Suspensions of Less than 10 Days and Contract Interpretation Issues

Grievances concerning (i) reprimands, (ii) suspensions of less than ten (10) days, and (iii) contract interpretation issues shall be submitted to the SBMA for a trial period of three (3) years beginning on September 1, 2017. Said grievances shall be governed by the procedures governing cases pending and adjudicated by the SBMA. The State and Union mutually agree that upon request from either party, representatives from CEUI and OLR will meet to discuss any problems, disputes and/or concerns with the process of grievances submitted to the SBMA. The continued submission of grievances to the SBMA beyond the three (3) year trial period shall be by mutual agreement of the parties. In the event the parties determine that submission of the above referenced cases to the SBMA is not meeting their needs, the parties can mutually agree to cease utilization of the SBMA for their above referenced grievances.

C. Related to All Cases

- 1) **Arbitrator's Authority.** With respect to all grievances submitted to arbitration either before the SBMA or a single arbitrator, 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 retroactively for more than sixty (60) calendar days prior to the date a grievance was submitted at Step 1. 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
- 2) **Decision Final and Binding.** In all such cases, the arbitrator's decision shall be final and binding on the parties in accordance with Conn. Gen. Stat. § 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance, nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.
- 3) **Witnesses.** The State will continue its practice of paid leave time for necessary witnesses of either party.
- 4) **Hearings.** All arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.
- 5) **Transcript.** Either party may request the presence of a court reporter and bear the costs thereof.

Section Nine Changed language regarding reclassification panel from three person panel to one DAS reclassification conference officer.

Section Ten Added language concerning disputes over claimed unlawful discrimination being subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities.

Article 18 Hours of Work, Work Schedules, and Overtime

Section Five Strike language concerning work hours/schedules.

Section Twelve Employees who are required to remain at work or report to work due to inclement weather and/or for any other circumstances while non-essential employees are released from work, shall be provided compensatory time off for all regular hours (during normal shift) worked under such conditions.

Section Seventeen Strike “Article” and replace with “Contract” per definition of emergency.

Section Eighteen (a) Strike 7:00 a.m. and replace with 8:00 a.m. Additionally, add “on a rotational basis,” after “by inverse seniority.”

Section Nineteen Strike old language referencing changing from thirty-five (35) hour work week to thirty-seven and one-half (37.5) hour work week.

Article 20 Compensation

Section One (a) There shall be no general wage increase paid to any bargaining unit employee for the 2016-17, 2017-18, and 2018-19 contract years.

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

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

New (g) old (f) Change historical language increasing durational employee hours (979) to reflect six (6) months of service based on a 37.5 hourly work schedule in order to receive full amount of compensation at step 1 of the pay scale.

Section Two (a) Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following the date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following the date of hire. Employees will continue to be eligible for and receive annual increments and top step lump sum payments [two and one-half (2.5%) percent of their base annual salary] in accordance with existing practice unless stated otherwise:

- There will be no annual increment or top step lump sum payments made for contract years 2016-2017 and 2017-2018.
- Effective July 1, 2018 bargaining unit employees not at top step of their pay plan shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.
- Employees at their top step shall receive a one-time two thousand dollar (\$2,000) payment effective July 1, 2018, or top step lump sum plus one thousand dollars (\$1,000) if greater.

This one-time payment shall be pro-rated for part-time unit employees. The one-time payment (of either \$1,000 or \$2,000 depending on the amount of their normal top step bonus) shall be paid in July 2018. The top step lump sum payment (for those employees who have normal top step bonuses in excess of \$2,000) shall be paid on the employee's normal increment date.

- Effective July 1, 2019 bargaining unit employees shall receive annual increments and top step lump sum payments.
- Effective July 1, 2020 bargaining unit employees shall receive annual increments and top step lump sum payments.

(b) In accordance with existing practice, the lump sum payment may be denied for a "less than good" service rating.

Article 22 Longevity

Section One New language.

- a. July 1, 2016 – June 30, 2017 longevity shall be paid on time.
- b. July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
- c. July 1, 2019 – June 30, 2020 longevity shall be paid on time.
- d. July 1, 2020 – June 30, 2021 longevity shall be paid on time.

Article 25 Scope/Objective Job Evaluation (OJE)

Added language incorporating 2011 SEBAC Agreement regarding five year job evaluation reviews.

Article 26 Temporary Service in a Higher Class

Section Six New language that an employee who is assigned in writing by management for such temporary service in a higher class, which exceeds thirty (30) consecutive calendar days in duration, shall not be denied compensation for such work.

Article 27 Permanent Part-Time Employees

Section One Added language. Seniority is based upon date of hire without regard to number of hours worked.

Section Three Added provision.

(a) CT Department of Education (DOE) ten month employees are entitled to all the provisions of Sections One and Two of the Article, pro-rata wages and benefits.

(b) DOE employees shall not be denied their monthly vacation and sick leave accruals when school is not held for more than three days in any month.

Article 29 Sick Leave

Section Three Strike language referencing domestic partnerships.

Article 36 Pregnancy, Maternal and Parental Leave

Section Two Added provision. Conn. Gen. Stat. § 5-248a is eliminated and replaced by Conn. Gen. Stat. § 31-51kk, et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). Sick leave may now be used to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the FMLA. The new state coverage also allows for intermittent leave.

In addition, employees have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four (4) months beyond the expiration of any leave otherwise due under this section or under the FMLA. As is current practice, employees may extend personal medical leave for up to twenty-four (24) weeks after all other leaves have expired and with appropriate medical certification.

Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave as per current practice. FMLA qualified sick leave shall be calculated separately from the non-qualified sick leave available under the contract. Use of sick leave under this provision shall not be deemed an incident or occurrence under an absence control policy.

The exact language of this provision is being finalized.

Article 42 Meals Policy

Section Two Effective July 1, 2019 the meal allowance shall be increased as follows: Increase allowance for dinner by \$1.00 from \$15.00 to \$16.00.

Article 46 Uniforms and Equipment

Section One Strike language; Section Two becomes Section One.

Article 47 Newgate Prison

Insert existing MOU into body of Contract.

Article 48 Drawbridge and Rest Areas

(f) Delete mandate of staffing and operating rest areas 24/7.

(i) Specified 11 employees by employee number who receive retirement calculation credit for higher classification service. Existing language did not specify actual employees.

(j) Strike language concerning reading of job specification.

Article 49 Snow and Ice Assignments

Section Five Strike old Section Five defining an emergency and replace with Qualified Craft Worker (QCW) MOU at Department of transportation (DOT) & Connecticut Airport Authority (CAA).

Article 51 Truck Assignments

Section Two Changed language regarding Department of Transportation exceptions to one employee assignments to a wingplow and operating during rush hour in congested areas, thus deleting the minimum manning clause.

Article 52 Rest Periods During Extended Work or Operations

Section Four Changed language expanding four hour rest breaks to all bargaining unit employees for performing extended snow and ice removal duties, beginning with the second consecutive break.

Article 54 Exclusion from Hazardous Assignment

Replace Electronic Technician III with Lead Electronic Technician.

Article 55 Vehicle Assignments/Phone Calls

Section Six Deleted date and replaced all references to “beeper/pager” with “electronic devices.”

Section Seven Insert existing On-Call Assignment MOU into body of Contract.

Article 60 Miscellaneous

Section Nine Added provision to allow for 10 month bargaining unit employees to be paid over a 12 month period.

Section Ten Added provision to provide guidelines for bargaining unit employees whose agency decides to provide mutual aid to any state, municipality, or other entity.

Article 65 Duration of Agreement

Agreement effective July 1, 2016 through June 30, 2021.

MOU Concerning Furlough Days

There shall be three (3) mandatory furloughs for all members of the bargaining unit during fiscal year 2018 (July 1, 2017-June 30, 2018). The value of a furlough day shall be one-tenth of the base

biweekly pay for a bargaining unit member on a 26 pay period schedule or the remaining number of pay periods following legislative approval of this Agreement.

The Employer will calculate the value of three (3) days at the start of said fiscal year based on the daily rate of pay for each bargaining unit employee as noted above. Effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit employees shall take three (3) days off, to be determined and/or approved by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day.

Employees shall not be unreasonably denied requested furlough days off of work. In the event that more employees request the same furlough days off of work than can be reasonably accommodated by the Agency due to operating needs, time off shall be granted on the basis of seniority.

The State's preferred furlough days are: September 1, 2017; November 24, 2017; December 22, 2017; January 2, 2018; April 2, 2018; May 25, 2018. Agencies are encouraged to accommodate requests off for these dates where agency operating needs permit.

It is further understood and agreed that any employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

MOU Concerning Job Security

From July 1, 2017 through June 30, 2021, there shall be no loss of employment for NP-2 bargaining unit employees 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 SEBAC 2017 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.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.

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.

The Implementation Provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the NP-2 Unit.

MOU Concerning Cross Unit Handling of Durationals, Temporaries, Snow Days, and Flexible Scheduling

I. Durationals & Temporaries

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

A temporary employee shall become durational after 6 months or one year if extended. A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits: A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include: Health and life insurance; pension credit; paid holidays; PL Days (if provided by contract); After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive: The same benefits as any other employee would receive during his/her working test period; upon becoming permanent, the same benefits as any other permanent employee.

II. Snow Days and Inclement Weather

Essential 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 includes 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 state employees not to report to work.

Vacation, PL and Sick Time Impact for Non-Essential 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.

10 Month Employees Choosing a 12 Month Pay Plan

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

III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting

Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units. There shall also be a Statewide Telework Committee comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and/or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee. Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

- (1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
- (2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

MOU Concerning Workfare Supervision

Noted applicability of MOU to both DOT and CAA.

MOU Concerning Connecticut River Ferry Services

Revision of the Department of Transportation, River Ferry Services Agreement concerning winter work assignments of the Ferry Services personnel.

MOU Concerning DOT/CAA Maintainer 1-2

Increased mileage radius for maintainers from 15 to 20 miles from home to garage and 15 to 30 miles for specialty staff such as signs and markings, electrical, bridge, etc. Additionally, clarified reclassification from DOT Maintainer 1 to 2 after satisfactory or better service rating.


MOU Concerning Grievance Backlog

Deleted the agreement to address older grievances awaiting arbitration.

MOU Concerning Drawbridge and Rest Areas

Related to subsection (i) of Article 48, this agreement identifies the bargaining unit employees to receive the retirement calculation credit for higher classification service.

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



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