



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

June 25, 2019

GENERAL NOTICE NO. 2019-05

TO: Labor Relations Designees  
FROM: Office of Labor Relations  
SUBJECT: State Police (NP-1) Bargaining Unit Contract Changes

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The following summarizes the substantive changes contained in the 2018-2022 State Police (NP-1) Bargaining Unit Contract. When finalizing the Agreement, additional changes may be made by mutual agreement.

The Legislature approved this Interest Arbitration Award on May 31, 2019. This is the date that shall be used anywhere referenced herein "effective upon legislative approval."

All contract language shall remain in effect unless specifically noted below. Unless specified in this General Notice, all funds, stipends, fees, differentials shall remain at the rate in effect on June 30, 2018 for the life of the collective bargaining agreement (2018-2022.)

Any changes to current language are noted by strike-out/bold (deleted from contract) and bold/underline for (new to contract.)

**Article 6 Union Security and Payroll Deductions**

~~Section Three. An employee who within 30 days after initial employment fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.~~

~~Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of Union dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union equivalent to union dues.~~

**Section Six.** No payroll deduction of dues or agency service fee shall be made from workmen'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). However, payroll deduction of dues shall be made from any payroll payment from the State to any NP-1 member. (ie. sick day offset payment.)

## Article 7 Union Rights

**Section Two.** By August 1 of each year of this Agreement and twice per year, ~~if~~ the Union will furnish the Office of Labor Relations and the Department with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward and shall keep the list current.

### Section Seven. Union Business Leave.

(b) Not more than two employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one year. An extension not to exceed one additional year may be granted subject to the approval of the Director ~~of Labor Relations~~ or Undersecretary for Labor Relations. Upon return from such leave, the State employer shall offer said employee a position equal to the former position in pay, benefits, and relatively equal duties, at the rates in force at the time of return from such leave.

**Section Eight.** Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). During the training period at the State Police Academy of each new class, Within sixty (60) days of orientation day for any new State Police academy class, the Union shall be provided with an opportunity to meet with each new class to address the trainees on matters pertaining to the contract and to Union membership. The contractual rights for Recruits and State Police Trooper Trainees are as defined in Article 20. Additional opportunities for meetings between the Union and any trainee class may be provided at the discretion of the Department.

## Article 9 Personnel Files

*Still working on final clarified language. Please call with any questions.*

### Section Two. Content.

(c) When an employee, after notification to him/her that a freedom of information request has been made concerning his/her file, objects to the release of that information on the basis of reasonable belief that the release would constitute an invasion of his/her privacy, the employee shall petition the Freedom of Information Commission for a stay on the release of said information, and the Department shall support the employee's petition and not release the information until the FOIC has made a final determination on the issue of whether said release would constitute an invasion of privacy. An employee's OPF and internal affairs investigations with only a disposition of "Exonerated, Unfounded or Not Sustained" shall not be subject to the Connecticut Freedom of Information Act.

(d) An employee shall be provided access to any records of any report of injury for the employee or any work related motor vehicle accident in which the employee was a party or operator involved with the accident within sixty (60) days of completion of a request for such records.

Section Three. Access. (a) An employee shall be permitted to inspect all material in his/her OPF or in his/her personnel file at the State Personnel Department, ~~except for the first three years of employment, any record exempt from disclosure under C.G.S. § 1-210, or which the State is otherwise under a legal duty to maintain confidential, or medical, psychiatric or psychological data if the Department determines that disclosure would be detrimental to that person.~~ There shall be no disclosure of exam questions, model answers, scoring key or written comments of examiners on oral answer keys.

An employee desiring to inspect his or her OPF and/or obtain copies of documents subject to inspection shall be granted access ~~without previous~~ with notice of 24 hours in advance, during normal working hours.

The employee may act through written authorization to his or her steward, if desired, for these purposes. The time off-the-job, if available, shall be cleared in the name of the steward, if accompanied by a member of the **Personnel Human Resources** Unit.

An employee shall have access to his/her personal file maintained by the Department ~~except as such file may pertain to ongoing investigations.~~

(b) The Department shall not, absent a court order, disclose or transmit any personal data to any other individual, corporation or government agency without the consent of the person except when:

(i) The disclosure or transmission is to an employee of the Department who has a need for the personal data in the performance of his/her duties;

(ii) The Department determines that there is substantial risk of imminent physical injury by the person to him/herself or to others and that disclosure or transmission of the personal data is necessary to reduce that risk;

~~(iii) Disclosure or transmission without consent is otherwise authorized by statute;~~

(iv) Such transmission or disclosure is made pursuant to a subpoena, order of court or other judicial process;

(v) Disclosure or transmission is necessary for the purpose of collecting outstanding student loans or any other obligations owing to the state.

Outside access will not be granted except with the written permission of the employee's commanding officer, who shall notify the employee of a request to access his or her OPF within 72 hours of receiving notice of a request to access the employee's OPF. Access to the file, including the purpose for which access was granted shall not occur until seven (7) days after the employee has received notice of the request to access the OPF, and will be recorded on an access sheet which will become part of the record be made available to the employee or his representative. The access sheet shall not be included as part of the OPF provided to any requester other than the employee or his or her designee, but shall be maintained consistent with the Personal Data Act. The employee will be promptly notified of any request to see his/her OPF. Notwithstanding the previous two sentences, neither an access sheet entry nor the fact of

such request shall be made known to any employee during an ongoing investigation or when such disclosure would otherwise undermine a public purpose in non-disclosure or if the Department determines that the disclosure of access to medical, psychiatric or psychological data would be detrimental to that person.

**(c) The employee will be provided a copy of any record and/or materials added to his or her OPF within ninety (90) days of any addition to the employee's OPF other than documentation of routine employment transactions.**

**Section Four.** (a). When new materials which may reasonably be interpreted to adversely reflect upon an employee's performance or conduct are entered into the OPF, the employee shall be notified within seven days time, ordinarily by submission of a copy of the document to the employee. Other documents reflecting on performance or conduct (e.g. commendations from the public) shall ordinarily be forwarded to the employee by or through his/her Commanding Officer. The employee shall be notified if approbative material is removed from his/her OPF. ~~(b) When an investigation classified as a personnel investigation is completed, the entire file shall be placed in the employee's OPF.~~

**Section Six.** (a) Derogatory material including reprimands, but excluding other discipline, not merged in any less than good service rating shall remain a viable part of the file for not more than ~~eighteen (18)~~ **twelve (12)** months unless removed sooner.

**Section Eight.** (a) Mental and physical fitness investigations shall be maintained in a file separate from the OPF. Such file(s) shall be kept locked, in the ~~Agency's Employee Assistance Program Office~~ **Human Resources Office**. Access to said files shall be made through the Commissioner or his/her designee subject to his/her approval. Upon such approval, access shall be done in the presence of the Director of ~~the Employee Assistance Program~~ Human Resources. A record of the name of the individual(s) seeking access shall be made along with date, time and name of employee's file(s) accessed. **The employee will be promptly notified of any request to see his/her mental or physical fitness investigation files and the employee shall have the right to object to such access.**

## **Article 11 Working Test Period**

**Section Three.** The Working Test Period may, with the approval of the Commissioner of Administrative Services or **designated management official designee**, be extended on an individual basis for a definite period of time not to exceed six months.

## **Article 12 Seniority**

**Section One.** ~~For the purpose of computing longevity or length of vacation leave, s~~ **Seniority shall be determined according to the following criteria:**

- (1) **Time in rank**
- (2) **Time as a member of Connecticut State Police**
- (3) **Military Service including war service**

**(4) Names drawn out of a hat.**

~~Seniority shall be defined as length of state service including war service.~~

Except as otherwise provided, seniority shall be defined as total length of State Police service as a sworn State Police Officer and then by length of total State service and then by lot.

**Section Two.** Seniority shall not be computed until after completion of the working test period, whereupon it shall be retroactively applied to include such service. **Suspensions and unpaid unauthorized leave shall not be counted in calculation of Seniority.**

**Article 13 Order of Layoff and Reemployment**

**Section Two.** The State Employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. Such notice does not apply to a bumpee under Section Three. The Director ~~of Personnel and~~ **or Undersecretary for** Labor Relations shall arrange to have the employee transferred to a vacancy in the same rank or in any other position which in the judgment of the State Employer the employee is qualified to fill within the department. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Three.

**Article 14 Grievance Procedure**

**Section One. Definition. Grievance.**

**(b)** When a dispute is settled either informally or in the grievance procedure either by stipulation or by decision, the employee and Union shall receive notice from the Department within ~~ten (10)~~ **fifteen (15)** days of the Resolution as to the anticipated date when the resolution shall be implemented.

**Section Eight. Arbitration. (a)** The parties shall mutually select up to seven (7) arbitrators who will hear cases on an alphabetically alternating basis unless otherwise agreed. Submission to arbitration shall be by letter, postage prepaid, or hand-delivered, addressed to the Director ~~or~~ **Undersecretary for** ~~of~~ Labor Relations or designee, with a copy to the Commissioner of Emergency Services and Public Protection or designee.

**(c)** 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 days, **either party may request the services of a court reporter, and shall notify the other party that such request will be made. Similarly, either party may make a** ~~the parties shall request the arbitrator to maintain a cassette~~ **digital** recording of the hearing testimony. **The party requesting court reporting services shall arrange for the Court reporter and pay the cost thereof. If both parties desire a copy of the transcript, they shall notify the reporting agency, and shall equally share the cost of the reporting services, and the transcript, including a copy to be provided to the Arbitrator. If only the requesting party desires a copy of the transcript, that party shall be**

responsible for the full cost, including a copy for the Arbitrator. Either party may also make such a request in hearings pertaining to other matters. Costs of transcription of digital recordings shall be borne by the requesting party and copies shall be provided to the Arbitrator and the other party. ~~A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.~~

(f) Within thirty (30) days from receipt of a Step II response, or if no response, within thirty (30) days of the due date, grievances regarding all other complaints, including but not limited to, suspensions of five (5) days or less, contract interpretation, etc., during the life of this Agreement, can be submitted by mutual agreement for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations.

## Article 15 Discipline

**Section Six. (d)** The Department shall complete non-criminal investigations with reasonable promptness and shall notify the employee when the Department determines that the investigation as to subject matter and persons involved is closed. Unless mitigating factors can be shown non-criminal investigations conducted at the Troop or District level should be concluded within a reasonable time frame. The Department shall notify the employee that the investigation has been closed, the manner in which it was closed and, upon request, provide the employee with a copy of the investigation and either transcripts of all interviews or copies of the audio tape.

The department shall provide the Union, on a quarterly basis, a list of all non-criminal internal affairs investigations initiated including: Any Case Number (C, M or any other Agency assigned letter or any other designation), IA number, employee name, troop, type of investigation and status.

**Section Seven. (a) Investigative Interviews.** During an investigative interview, the employee shall be accompanied by not more than two of the following: a Union steward, Union representative, or other bargaining unit employee whom he/she chooses to represent him/her unless he/she waives this right in writing after conferring with the steward. "Representation" means advising the employee but shall not be construed as converting the investigative interview into an adversary hearing.

1. The Agency recognizes that in accordance with NLRB V. Weingarten, 420 U.S. 251 (1975), and Article 15, Section Seven (a) of the NP-1 Contract, employees who believe that an interview could lead to possible discipline are permitted to be accompanied by a Union steward, Union representative or other bargaining unit employee of his or her choice during an investigative interview.

2. If a Union steward, Union representative or other bargaining unit employee of the employee's choice is unavailable for the investigative interview, the investigative interview shall be scheduled so as to give the employee an opportunity to have the representative of his/her choice available, so long as the selection of a Union steward, representative or other bargaining unit employee is able to attend within ten (10) business days. This interview will take place within the ten (10) business days. does not cause undue delay or hardship.

**Section Eleven. Investigation of Citizen Any Complaint (Internal and/or External)s. Citizens who Any complaints** about the performance or conduct of a Trooper an employee shall be

encouraged to (1) identify themselves, and (2) reduce their complaint to a written, signed, sworn and notarized statement promptly, normally within ten days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report which is the Complaint Against Personnel or the (DPS- 678-(c)(1) or DPS 678(c) corroborating the oral complaint shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.

In the case of noncriminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of ~~a citizen~~ **the** complainant requesting anonymity will not be disclosed, except that if the testimony of such complainant is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

**Section Fourteen. Troopers may request Union representation consistent with Section 7 of this Article for any investigation or inquiry into a Complaint.**

**Article 16 Fitness for Duty and Light Duty**

**Section Two. Light Duty.** (a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.

(b) In each year of this contract, a minimum of twenty-seven **(27) bargaining unit** positions or the numerical equivalent of three percent (3%) of the bargaining unit, whichever is greater, shall be designated as light duty positions.

(k) Limitation of function or disability resulting from ~~an~~ **a non work-related** off-duty incident will not be considered for a light duty position unless a designated position exists or a special need exists as determined by and at the discretion of the Commissioner. **Light duty assignments under this subsection shall not exceed five (5) years in duration or when said employee becomes eligible for disability retirement or regular retirement, whichever occurs first. Employees applying for disability retirement retain all Issue 24 rights under the 1989 Pension Arbitration Award.**

(n) Regular retirement as used in subsections **(k) and (m)** above shall mean **twenty (20) or twenty-five (25) years of service or age 50, or twenty five years of service, depending on an individual member's eligibility** as more specifically defined in the retirement agreement between the **parties State and SEBAC** and in the applicable statutes.

**Article 17 Hours of Work, Work Schedule and Overtime**

**Section One. Hours of Work, Work schedules and Overtime.** The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and thirty (30) minutes from duty station to home. Field Personnel shall continue to work the so-called 5-3 schedule. Certain groups of employees not traditionally subject to a rotating work schedule, including but not



limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour ~~un~~paid lunch period shall ~~not~~ be counted as time worked. However, during said meal period officers must be available to be contacted and dispatched. Patrol Officers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

*(NOTE: The existing one-half hour lunch period shall be counted as time worked. Troopers will now be paid for their lunch periods. This will require each trooper to be paid an additional one-half hour each day worked and two (2.5) and a half hours each week worked.)*

**Section Six. Exchange of Shifts.** Employees working under the same shift schedules performing substantially similar work may change shifts provided said exchange is completed within the same pay period. The dates for exchange shall be identified at the time of request.

**Section Twelve. (f)** Consistent with the A&O Manual, an employee may not work more than eighteen and a half (18.5) ~~eighteen (18)~~ consecutive hours in a 24 hour period unless a special exception is made by a commanding officer.

**Section Fourteen. (e) Special Duty Overtime.** The existing rules regarding the HCP/OPA assignments shall be incorporated by reference and set for herein, except that: Whenever an ~~Officer Trooper~~ who has been assigned a HCP or OPA job, or has arranged for a swap of such an assignment with another officer and is notified within 24 hours of the start of the job that the job has been cancelled, the ~~Officer Trooper~~ will be paid a minimum of four (4) hours. The time when the ~~officer Trooper~~ is initially assigned or receives the assignment via a swap, shall not be a bar to the receipt of the cancellation payment absent proof of abuse.

**Section Fifteen.** Employees shall continue to be paid overtime consistent with past practice although the parties recognize the statutory obligation that all bargaining unit employees be paid overtime in compliance with State and Federal Law the provisions of the federal Fair Labor Standards Act (FLSA), except that periods of unpaid disciplinary suspensions shall not be considered as hours worked.

**Section Sixteen.** If Trooper/Sergeant/Master Sergeant is held over or ordered in for ~~more than~~ four (4) hours or more, such a holdover or order-in shall be considered and "order in" for purposes of the overtime assignment process.

## Article 19 Compensation

### Section One General Wage Increases

- (a) Effective with the pay period that includes July 1, 2018, all employees shall receive a zero percent (0%) general wage increase. There will be no payment of any retroactive salary for contract year 2018-2019.



- (b) Effective with the pay period that includes July 1, 2019, all employees shall receive a two percent (2%) general wage increase for the 2019-2020 contract year.
- (c) Effective with the pay period that includes July 1, 2020, all employees shall receive a two and one-quarter percent (2.25%) general wage increase for the 2020-2021 contract year.
- (d) Effective with the pay period that includes July 1, 2021, all employees shall receive a two and one-quarter percent (2.25%) general wage increase for the 2021-2022 contract year.

#### Annual Increments

- (e) Retroactive Annual Increments for 2018-2019. In contract year 2018-2019, employees shall receive annual increments (retroactive) on time and in accordance with past practice.  
*(NOTE: Employees who received an increment in June, 2018 are not entitled to another increment. Retroactivity applies to those with a January 2019 A/I date.)*
- (f) Annual Increments for 2019-2020: Employees shall receive annual increments on time in accordance with past practice.
- (g) Annual Increments for 2020-2021. Employees shall receive annual increments on time in accordance with past practice.
- (h) Annual Increments for 2021-2022. Employees shall receive annual increments on time in accordance with past practice.
- (i) Effective June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.
- (j) During the term of this contract, employees shall receive annual increments on time in accordance with existing practice (either June 30<sup>th</sup> or December 31<sup>st</sup>) each year.

#### Section Four Longevity

Effective upon Legislative approval, Longevity will no longer be paid to any NP-1 bargaining unit members.

*This section will be deleted from the contract and no longer paid.*

## Section Seven. Accidental Death or Dismemberment

(a) The State will continue its existing accidental death and dismemberment policy (\$50,000 per employee.) **(b) The State will reimburse the State Police Union (a registered state vendor) up to \$25,000 for costs associated with the funeral services for any NP-1 member's line of duty death.**

## Section Eight. Career Development

~~Only Troopers First Class may use the title of Detective while assigned to an investigative, plainclothes function on a full time basis.~~ It is understood by the parties that the position of Detective is not permanent, however, and such persons will resume the title of Trooper/Trooper First Class upon reassignment to uniform duties.

## Section Nine. Hazardous Duty Stipend

*(NOTE: Effective upon Legislative approval, all major crime units will now receive this stipend.)*

A monthly stipend of \$100.00 shall be paid to employees assigned to and performing the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad), **all major crime units** and motorcycle (May 1 to October 31 only).

There shall be no pyramiding of stipend for employees assigned to and performing more than one hazardous duty.

## Article 20 Trooper Trainees

**Section Two. Wages.** (a) A "recruit" shall be paid at the applicable bi-weekly based on the Trainee rate contained in the salary schedules Appendix I. **Effective upon Legislative approval, the annual rate shall be increased to \$50,000.**

**Section Four (e)** The language of the following Articles of this contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 - Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 - Supersedence - Article 44 Overpayments. Thereafter the entire Contract is applicable. **Notwithstanding the foregoing, the just cause standard is not applicable to a trainee prior to completing the working test period. During the working test period, it is understood and agreed that the State Labor Board's Decision Number 1729 sets forth the appropriate standard of review. The Employer must act in good faith and make a sincere attempt to review the justice of its decision to drop a trainee during the working test period.**

## Article 21 Workers' Compensation

**Section One.** The Department of Administrative Services ~~or its designee~~ will continue to make ~~the initial~~ determinations whether an injury or illness is or is not job-related. If the decision is that injury or illness is not job-related, the matter shall not be subject to the grievance and arbitration procedure, nor shall this Agreement in any way enlarge or diminish the rights of the parties under the Worker's Compensation laws.

A Workers' Compensation Committee shall be created and will consist of the State Police Colonel or his/her designee, the State Police Union President or his/her designee, and the DESPP Director of Human Resources. The State Police Colonel or his/her designee, the State Police Union President or his/her designee, and the DESPP Director of Human Resources, shall equally determine whether a work related illness or injury should be approved at the rate of 75% or 100%.

If the decision is that an injury or illness is job-related, the Commissioner of Emergency Services and Public Protection or his/her designee(s) within the Department shall determine whether the injury or illness was incurred while performing duties as referred to in C.G.S. Section 5-142(a). A negative decision shall be subject to the grievance and arbitration procedure. The steps of the grievance procedure will be bypassed and the dispute will be submitted directly to arbitration.

If a determination is made that a work related illness or injury is only approved at the rate of 75% and the employee has exhausted their accrued sick leave, the employee shall be allowed to use other accrued leave to offset the loss of salary.

The grievance and arbitration procedure shall be the exclusive procedure for resolving any such dispute, superseding any pre-existing statutory administrative hearing, appeal or review procedure.

In no event will disputes over the extent of illness or injury be subject to the grievance and arbitration procedure.

## Article 22 Group Health Insurance

**Section One.** The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject. All group health insurance programs in effect on July 1, 1999, shall remain in effect during the term of this Agreement, subject to the actions of the Joint Committee on Health Care Cost Containment or as mutually agreed to by the parties herein.

## Article 23 Pregnancy, Maternal, Paternal and Family Leave

**Section Three.** **Parental and Family Leave.** Parental Leave and family leave shall be governed by C.G.S. Section ~~5-248a~~ 31-51kk et. seq. (and any amendments) and the appurtenant regulations. The current FMLA manual is located on the

DAS website: <https://portal.ct.gov/-media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-and-Medical-Leave-Entitlements-Manual.pdf>

~~The current statute and regulations are contained in Appendix C.~~

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption. An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave period in excess of that described in the request for such leave or the statutory maximum.

Holidays which occur during the period covered by the leave provisions of C.G.S. Sec. ~~5-248a 31-51kk et. seq.~~ shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with the DAS manual and policy. ~~current practice.~~

#### Article 24 Bid Shift

**Section One. Officers Affected.** Bid shift will involve uniform patrol Troopers and Sergeants. ~~Troopers and Sergeants assigned to Troop W, whether uniform or not.~~ Sergeants shall be covered by the bid shift when their number at a Troop is six or greater, excluding Sergeants whose primary responsibility is in the Resident Trooper Program otherwise, when the number of Sergeants falls below six (6) at a Troop, Sergeants must work out their own shift assignments in a manner acceptable to management. Master Sergeants are not covered by this Article. When an officer bids for the bid shift, that election shall be irrevocable once the schedule is posted and for the entire 112 day cycle unless management allows otherwise.

**Section Three. Shift Allocation.** Prior to each cycle management will post at the Troop estimated staffing levels on each shift prior to the submission of the officer's bid forms. There will be four possible options for selection.

The shifts to bid upon are day, evening, midnight, or day/evening. However, the day/evening shift(s) shall only be assigned on a voluntary bases. In addition, management may set up such other tactical shifts as it deems necessary. Officers will bid by seniority for these tactical shifts as they would any other shift.

**Section Six. Change of Shifts. Long Term** – Any Sergeant or Trooper may have his/her shift changed upon the giving of ten days notice. The notice ~~may shall~~ be ~~oral or~~ written. The shift assignment may be changed for any legitimate management reason including but not limited to, operational needs, training needs, in-service training, minimum patrol, etc.

**Section Seven. Change of Shifts. Transfers.** Absent extenuating circumstances, transfers should be made to coincide with a bid shift cycle change to allow prospective transferees the opportunity to

bid. If not, then upon transfer, the employee shall be placed on the same shift assignment the employee worked at his or her previous work location until the next bid shift cycle as long as it does not result in overtime costs. However, nothing in this section shall be construed as allowing the date of a transfer(s) to be subject to the grievance and arbitration procedure. This section is merely advisory in nature. If practicable, ~~officers~~ Troopers/Sergeants being subject to a non-disciplinary transfer, transferred up to one week prior to the close of a bidding day one of a new cycle starting, ~~will~~ shall be permitted to bid pursuant to this article at their new Troop or Unit assignments.

**Section Nine. Seniority.** Seniority for bid shift purposes only shall be determined according to the following criteria:

- (1) Time in rank
- (2) Time as a member of Connecticut State Police
- (3) Names drawn out of a hat.

~~This procedure shall not be used for any other purposes.~~

## Article 25 Labor Management Committee

**Section Two.** Said Committee ~~shall~~ may meet no less than quarterly, and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships and efficiency and increased productivity; among other matters, the Committee may propose additional matters, mutually agreed upon in Committee, which were not within the contemplation of the parties to this Agreement but deserve immediate attention or redress, subject to the provisions of Article 2 (Entire Agreement).

**Section Three.** The Commissioner of the Department of Emergency Services and Public Protection may ~~Public Safety will~~ be available to meet informally with the Union President at reasonable times to discuss the problems of mutual concern.

**Section 8. Career Development.** Shall be amended as follows: (a) The Department will ~~attempt~~ ~~to~~ notify bargaining unit personnel via written announcements of career development opportunities in specialized bureaus and units within the bargaining unit before such positions are filled.

## Article 27 Safety and Related Working Conditions

**Section Three.** The safety vest issued will be a 3A Grade. This will be issued on a replacement schedule that the Agency already has established. New classes will receive them first then the next scheduled roll out to current troopers. Replacement bullet proof vests will be issued prior to the expiration date of current vest replacement. The difference in cost shall be covered by the stress funds, Article 33, Section 10, upon committee approval.

## Article 28 Vacations

**Section One. (b)** On and after January 1, 1979, no employee will carry over without agency permission more than 10 days of vacation leave to the next year. For employees hired on and before June 30, 1977, the maximum accumulation of vacation leave shall be 120 days. For employees hired on and after July 1, 1977, the maximum vacation accumulation shall be 60 days and the maximum carryover 5 days per annum. Notwithstanding the above, during active service employees may accrue up to seventy (70) days of vacation leave for the purpose of using vacation leave. However, such an allowance will not create any obligation to pay out more than sixty (60) days when the employee separates from state service. Accordingly, the maximum accumulation for payout purposes shall remain at sixty (60) days.

**Section Four. Personal Leave** The request by employees to use their personal leave days shall not be denied by the employer on or before October 1st and absent an emergency or special operation/ event.

**Section Five. State Closing.**

Employees on vacation for less than a week (7 days or less) shall not be charged a vacation day if the State is closed during the employee's normal work shift. Any employees scheduled to be out of work on vacation for the week (more than 7 days) shall be charged for such leave if the State is closed during such time.

## Article 32 Sick Leave, Personal Leave, or Other Paid or Unpaid Leave of Absences

**Section Two. Sick Leave Bank. (c)** The Sick Leave Bank Committee (SLBC) composed of an equal number of labor and management representatives shall determine the eligibility for the use of the bank and the amount of leave to be granted, provided the following criteria are met.

- i. Completion of probationary period.
- ii. Used up all his/her sick leave and any other paid leave.
- iii. Consecutive absence on account of illness or injury is likely to continue in the future.
- iv. Adequate medical evidence that the illness or injury is likely to continue in the future.
- v. Adequate medical evidence that he/she has not yet reached maximum medical improvement but may return to full- time police work without any limitation of function or disability in the future. In no event will the sick leave bank be used to postpone disability retirement.
- vi. No prior record of sick leave abuse for which the employee has been disciplined during the preceding 24 months.

Special exceptions to subsection i, ii, iii., and vi. may be granted at the discretion of the SLBC if the other criteria are met, in the event that there is a tie, the Colonel or his/her designee shall be the tiebreaker.

(d) Sick Leave Bank Reimbursements for Workers Compensation Claims: Should it be determined that a member who utilized the sick leave bank should have been covered by Workers Compensation during any dates on which the member used time from the sick leave bank, the employer shall restore the time so used to the sick leave bank.

#### Section Five. Sick Leave.

Effective upon legislative approval, the number of sick family days per year shall be increased from five (5) days to ten (10) days. Family sick leave up to ten (10) days per year shall not be considered an occasion. The number of sick occasions will not be documented on an annual service rating unless the overall service rating is classified as a "needs improvement."

#### Article 33 Miscellaneous

**Section Six. Military Leave.** (a) A full time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed ~~three (3) calendar weeks in a year, in addition to up to seven (7) twenty-eight (28) scheduled work~~ days of military leave per calendar year. for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

**Section Ten.** (b) The Committee shall recommend to the Commissioner of Department of Emergency Services and Public Protection ~~Public Safety~~ other measures it feels necessary to accomplish its goals of eliminating and/or reducing stress and enhancing or improving physical fitness among the officers.

**Section Twelve. Equipment Stipend.** Effective ~~July 1, 2016,~~ upon legislative approval, all employees shall receive an annual stipend of one-hundred and twenty-five dollars (\$125.00) for safety shoes and Equipment. Said stipend shall be paid on or about October 1<sup>st</sup> of each year.

**Section Fourteen. No Loss of Benefits while on Workers' Compensation.** (a) An employee on Workers' Compensation accrues vacation, during the employee's absence from work as if he or she was not on Workers' Compensation except that the employee shall not forfeit vacation leave due to their inability to use such leave because of their absence from work. Upon return to work the employee must meet promptly with their Master Sergeant or Commanding Officer to schedule, within one year of returning to duty, any accrued vacation leave that exceeds the maximum amounts the employee would have been able to accrue while on regular duty. (b) No promotion shall be delayed or denied to any employee who is out of work due to a work related injury or disability if said employee is released to full duty within six (6) months of the date of promotion.



## Article 34 Legislative Action

The cost items contained in this Agreement and the provisions of this Agreement which newly supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to C.G.S. Section 5-278. The State Employer shall request such approval as provided in said Section. If the legislature rejects such request as a whole, the parties **shall proceed in accordance with the Statute.** ~~return to the bargaining table.~~

## Article 37 Duration of Agreement

This Agreement covers the period July 1, ~~2012~~ **2018** to June 30, ~~2022-2015~~. Language changes herein shall become effective upon legislative approval unless stated to the contrary.

Negotiations for a successor to this Agreement shall commence within the timetable established under C.G.S. Section 5-276a(a) unless agreed otherwise by the parties. The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

## Article 45 Working Conditions – Uniform Committee

**Section One. The State Police NP-1 Union President or his/her designee shall have a position on the State Police Uniform committee. The Union President or his/her designee position shall have the ability to vote on any working condition related to uniform changes or approvals made by the Uniform Committee.**

## Appendix B Longevity

*Delete Longevity Schedule*

## Appendix C Family and Medical Leave from Employment

**The current FMLA manual is located on the DAS website:**

**<https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-and-Medical-Leave-Entitlements-Manual.pdf>**

## Memorandum of Understanding #10 - Special Duty Overtime

Within 45 days following legislative approval of this Agreement, the parties shall form a joint labor/management committee designed for the sole purpose of addressing concerns regarding the assignment and performance of special duty overtime.

As a demonstration of the parties' commitment to the success of the endeavor, the Union President **and/or designee** and the State's Chief Negotiator shall be joint chairs of the

Committee. The Committee shall also consist of not more than five (5) additional members from both sides.

The committee shall convene on a regular bi-weekly basis to discuss, among other issues,

- Failure to report as scheduled and the consequences thereof;
- Ensuring timely notice of assignments are received by employees;
- Communications regarding assignments given and returned after hours; and a uniform protocol regarding the same;
- Discussing the rules for special duty overtime assignments, including the so-called "Hung Rules".

This is not an exhaustive list, as the parties agree there are multiple issues that should be addressed.

### **Memorandum of Understanding #15 - Special Duty Overtime Pilot Project**

Delete from contract.

### **Memorandum of Understanding #16 – Pay Plan Adjustment**


Delete from contract.

### **Memorandum of Understanding – Uniform Pilot Program**

- A pilot program regarding outer carrier:
- The Union president and/or his/her designee shall be on the uniform pilot program dedicated committee;
- Subcommittee working group members: 2 management designations; 2 Union designations; Office of Labor Relations and Union Rep Co-Chairs and a DAS purchasing representative will serve as an advisory member when needed.
- A minimum of at least four (4) Troopers at each Troop to a max of sixty (60) total Troopers shall be identified as participants based upon selection criteria of the Uniform committee;
- This sub-committee shall convene within 60 days following Legislative approval or soon thereafter programs shall run for up to twelve months following delivery of the Uniforms to be piloted for one (1) year and may be extended by agreement of the committee;
- Committee will develop an evaluation process for the participants (photographs documenting wash cycles etc.);
- This sub-committee will evaluate and make a recommendation to the Colonel thru the Uniform committee with documentation;

- All costs shall be remunerated by the Union from their carryover stress fund money as indicated in Article 33, Section ten of the collective bargaining agreement and pursuant to state contracting policies;
- Participants are responsible for care and maintenance of uniform;
- This does not replace the Class B Uniforms

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 [megan.krom@ct.gov](mailto:megan.krom@ct.gov).



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S. Fae Brown-Brewton  
Undersecretary for Labor Relations