



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

August 17, 2017

GENERAL NOTICE NO. 2017-07

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Administrative Clerical (NP-3) Bargaining Unit Contract Changes

The following summarizes the substantive language changes contained in the 2016-2021 Administrative Clerical (NP-3) 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes as well as grammatical issues.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 1 Recognition

Section Two (b) added the sentence: "A temporary employee shall become durational after 6 months or one year if extended. If a temporary employee is retained greater than twelve (12) months said employee shall be considered durational."

Section Two (c) deleted the current definition and replaced with the following: "A durational employee is an employee who has been hired for a specific term, exceeding that described as temporary, including a grant or specially funded program of a specific term, not to exceed one year."

Section Two (e) deleted the current definition and replaced with the following: "A temporary position is a 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. It may be extended up to one year."

Section Two (f) changed to the following: "A permanent position is any position which is not a temporary or seasonal position. An employee hired for a durational position shall become permanent after six months, or the length of the working test period, whichever is longer."

Section Three deleted the language reflected as a strikethrough: "This Agreement shall pertain only to those employees whose job titles are included in the Administrative Clerical unit. This

Agreement shall not apply to nonpermanent employees ~~appointed to temporary or durational positions~~ except as provided in Article 22.

Nonpermanent employees appointed to permanent positions are covered by this Agreement; this includes employees in an initial working test period ~~who are in permanent positions~~. However, application of this Agreement to temporary, durational and provisional appointees is subject to the limitations of Article 22.”

Section Four deleted the word “negotiate” and replaced with “discuss” regarding pay grades for new classes.

Article 3 Employee Bill of Rights

Section Six added: “or an investigation is conducted resulting in corroboration of the initial complaint.”

Article 8 Union Rights

Section Four changed to allow state telephones and email to be used by a steward or an employee to contact the Union for labor/management exchanges regarding potential grievance resolutions, provided they are of short duration and no long distance call costs incurred.

Section Four also modified to allow revocation of State telephones and/or email where Employer determines there is continued abuse.

Article 10 Service Ratings

Section Two (5) added “If the employee has had more than one supervisor over the course of the period being evaluated, feedback shall be provided by the prior supervisor(s)” and deleted “normally, the management designee who conducts the service rating will have observed the employee for at least two (2) months.”

Article 11 Training

Section Two modified to add the underscored language “Bulletin boards and/or Agency newsletters or notices distributed by email will, insofar as is practicable, include advance announcements of in-service training courses to be offered by the State.”

Article 12 Working Test Period

Section Five (a) the word “dismissal” has been changed to “separation.”

Article 14 Order of Layoff and Reemployment

Section Three modified to exclude confidential time from seniority by adding the underscored language: "Time spent as a confidential exclusion in a bargaining unit classification shall not be counted as bargaining unit seniority under this Article." Consequently, the phrase "bargaining unit seniority shall not be considered broken for individuals serving in confidential positions in bargaining unit titles" was deleted.

Section Ten deleted the automatic expiration (sunset) of the provision that prohibits contracting out where layoffs are the direct result. Current language regarding the State's right to contract out is retained.

Article 15 Grievance Procedure

Section Six expanded the timelines within Steps I through III for meetings and responses.

Section Nine modified to allow either party to request a court reporter at proceedings involving dismissal, demotion, suspension (of eleven or more days) or layoff.

Section Ten changed to improve arbitration processes and reduce associated costs including the development of arbitration procedures for suspensions of 11 or more days, terminations, demotions or layoffs such that:

- There shall be a panel of seven arbitrators selected by mutual agreement;
- Cases shall be assigned on a rotating basis except that dismissal cases shall be given precedence in scheduling;
- 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 seven (7) arbitrators for the succeeding contract year.
- There will be an annual window period for removal of an arbitrator by either party;
- A party raising the 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;
- The parties agree, immediately upon legislative approval of this Agreement, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the number of the same;
- Expedited arbitration will be allowed for a pool of cases;
- In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

Suspensions of 10 days or less, lesser disciplinary matters and contract interpretation grievances will be submitted to the State Board of Mediation and Arbitration without a filing fee.

Section Eleven changed to provide for the following Arbitration Rules:

- Continues to define the scope of the Arbitrator's authority;
- Continues to provide that the Arbitrator's decision is final and binding;
- Precludes certain matters from the grievance and arbitration procedure including:
 - Dismissal of employees during the working test period;
 - Reduction in force decisions, except for order of layoff;
 - Classification and pay grade for newly created jobs, provided however this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;
 - Compliance with health and safety standards and COSHA;
 - Appeal of rejection from admission to an examination;
 - Any grievances processed in accordance with the procedures in effect at the time the grievance arose;
- Provides that disputes over an employee's job classification (reclassification grievances) shall be subject to the procedures described in Article 21.
- Continues the practice of paid leave time for necessary witnesses of either party;
- Closes arbitrations and related conferences or meetings to the public, unless the parties jointly agree to the contrary.

Section Thirteen, formerly Section Eleven, changed to clarify that "separations" as opposed to "dismissals" of non-permanent employees and employees during their initial working test period are not subject to the grievance or arbitration procedure.

Section Fourteen, formerly Section Twelve, which delineates certain matters that may be subject to the grievance procedure but not to arbitration, modified to:

- Delete reference to "compliance with health and safety standards" as such matters are neither grievable nor arbitrable;
- Replace the language regarding claims of unlawful discrimination and common nucleus of operative facts with the following: "Matters concerning discriminatory practices which are filed with the Commission on Human Rights and Opportunities."

New Section Seventeen added to incorporate a "pre-arbitration mediation process" as mutually agreed to by the parties.

New Section Nineteen added to allow for the removal of new arbitrators after issuance of the first, second or third award and to provide for regular meetings to schedule grievances submitted to arbitration.

Article 16 Dismissal, Suspension, Demotion or Other Discipline

Section Four added that requests for documents to be submitted at a grievance conference must be requested in writing.

Article 17 Hours of Work, Work Schedules and Overtime

Section Five modified to provide that there shall be management review of work schedule accommodations on no less than an annual basis to assess the need for continued rearranged schedules.

Section Six, 2nd Paragraph

Section Six, paragraph 2, incorporated the SEBAC 2017 agreement as underscored: “The State and the Union shall continue to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union. Implementation, evaluation and continuation of flextime programs shall be a subject for the Labor Management Committees. In addition, the parties will participate in the state-wide Committee initiative agreed to in SEBAC 2017 to discuss alternative work schedules and compressed work schedules. The NP-3 unit will not participate in telecommuting.”

Section Nine (c), New Paragraph

Added the following new paragraph: “Notwithstanding any provision providing overtime for working outside normal shift hours, an essential employee, required by the Employer to report to work outside the home during a period when other bargaining unit members are paid but relieved from work due to a closing, shall receive straight time compensatory time for the hours worked during the employee’s normal shift where the State has been ordered closed.”

Article 22 Temporary, Durational, Provisional and Permanent Part-Time Employees

Section One modified to provide temporary employees with health and life insurance, pension credit, and paid holidays and, after six (6) months, vacation, sick and personal leave retroactive to date of hire.

Section Two modified to provide durational employees with the same benefits as any other employee would receive during his/her working test period and, upon becoming permanent, the same benefits as any other permanent employee.

Article 23 Notice of Openings and Promotional Opportunities

Article modified to allow for postings on DAS website or via Agency email and removed the requirement to mail copies of postings to the Union’s central office.

Article 26 Compensation

Section One. General wage increases as follows:

2016-2017 contract year	no increase
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2017-2018 contract year	no increase
Effective July 1, 2018	\$2,000 one-time payment; pro-rated for part-timers
Effective July 1, 2019	Three and one-half percent (3.5%) increase
Effective July 1, 2020	Three and one-half percent (3.5%) increase

Section Two. Annual increments and lump sum payments shall be paid in accordance with existing practice except as follows: There will no annual increment or lump sum payment made for 2016-2017; 2017-2018; or 2018-2019.

Section Three. The longevity schedule in effect shall remain unchanged. Employees shall continue to be eligible for longevity payments on a semi-annual basis for the life of the contract except that the April 2018 longevity payment shall be delayed and paid in July 2018.

Article 28 Parental and Family Leave

Section Four. 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 30 Vacations and Personal Leave

Section Three, New Subsection (f) changed to provide that “Employees on vacation for less than a week shall not be charged a vacation day if the state is closed during the 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 Seven moved language re: Public Safety Dispatchers to Article 43.

Article 31 Sick Leave

Sections Two and Five modified to include reference to both genders - his /“her.”

Section Three (c) changed to allow up to “ten” days for sick family in lieu of up to “five” days.

Section Four modified to provide that “family sick leave up to ten (10) days shall not be considered an occasion”; that “[t]he number of sick occasions will not be listed on a service rating unless it is a “less than good” rating; and to clarify that a “medical certificate” is needed for a series of absences to be considered one occasion.

Section Seven (b) modified as follows: “A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. ~~When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.~~ 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 the employee’s normal work shift.”

Article 34 Transfers

Sections One, Two and Six modified to require that up to four (4) lateral transfer applicants, both within an Agency or to another Agency, be interviewed for vacancies. The Section also has been changed to allow transferees *to another Agency* to be returned to originating Agency during a six week evaluation period.

Section Six an employee must respond “in writing” where the employee has been involuntarily transferred and within one year the employer is seeking to fill a vacancy at the employee’s prior location.

Article 38 Miscellaneous

Section Three now delineated by a subsection (a) entitled “Uniforms and Equipment” and a subsection (b) entitled “Proper Facilities and Equipment.”

Section Four changed to add reference to “State Personnel Regulations.”

Section Eleven modified to require that an employee “immediately” notify a supervisor when alone and leaving a locked ward.

Article 42 Duration of Agreement

The duration provision was amended to reflect the term of July 1, 2016 to June 30, 2021.

New Article 43 Connecticut State Police Dispatchers

Added a new article regarding Connecticut State Police Dispatchers to incorporate detailed procedures regarding overtime equalization and swap requests and to address lunch schedules and personal leave.

Removed MOUS

MOUS re: Article 15 entitled "Arbitration Panel" and "Grievance Procedure" deleted as obsolete.

Revised MOU Furlough Days

The parties revised the MOU entitled Furlough Days as follows:

The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit that must be taken in FY18 (July 1, 2017 – June 30, 2018).

It is understood and agreed that the days off shall be taken by June 21, 2018.

Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work.

Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage.

It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days.

The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The above value shall be deducted in the pay period in which the furlough day is taken. Alternatively, bargaining unit members may elect to have the total value of three (3) furlough days deducted incrementally throughout the course of FY18. For employees who choose the latter option, 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. Deductions for furlough days shall be made pursuant to this paragraph except as otherwise provided herein.

For Employees who can be assigned the fixed furlough days:

In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from among the dates listed below as approved by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. In the event that

more employees from a unit or department request a particular furlough day than Agency operations can accommodate, the Agency shall use seniority as a basis to determine which employees are granted the day.

September 5, 2017
November 24, 2017
December 26, 2017
March 9, 2018
April 2, 2018
May 11, 2018
June 15, 2018

The fixed furlough days in higher education may be different than the above days.

In the Department of Motor Vehicles, for employees who work Tuesday through Saturday, the agency will establish fixed furlough days or partial days (totaling the same number of hours) that are within the same general time frame as the above-listed furlough days.

If an agency cannot grant a particular fixed furlough day to one or more employees who would otherwise be subject to the fixed furlough days, the biweekly rate of pay for the pay period in which the furlough day occurs shall be reduced by one-tenth and the employee shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day.

New MOU Job Security

From July 1, 2017 through June 30, 2021, there shall be no loss of employment for NP-3 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.

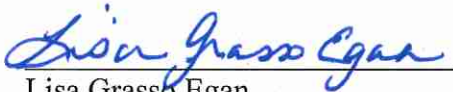
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the attached implementation agreement. An employee who is laid off under the rules of the implementation provisions 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 outside the July 1, 2017-June 30, 2021 time period. 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-3 Unit.

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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