



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

August 17, 2017

GENERAL NOTICE NO. 2017-09

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Protective Services (NP-5) Bargaining Unit (Connecticut Police and Fire Union) Contract Changes

The following summarizes the substantive changes contained in the 2016-2021 Protective Services (NP-5 Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names, processes as well as grammatical issues. As these changes were not substantive, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article 2 Protective Services Bill of Rights

Section Three. When an administrative investigation is conducted by an agency, the employee under investigation and/or the Union shall be given status updates every two months or until the investigation is concluded, and the employee shall be notified of the conclusion.

Article 6 Union Security and Payroll Deductions

Section Four. The Union shall comply with the requirements of Chicago Teachers Union v. Hudson, 475 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.

Article 7 Union Rights

Section Seven. (a) Union Business Leave. Effective upon legislative approval of this Agreement, the Union shall be entitled to an additional 100 hours (900) hours of paid leave per contract year.

Article 9 Service Ratings

Section One. The annual service ratings shall be completed at least three (3) months prior to the Employee's annual increase date and otherwise shall comply with Regulation 5-237-1. A service rating will be conducted by the Employee's immediate supervisor or a supervisor familiar with the Employee's work and deemed to be qualified to rate the employee as determined by the Commissioner or his/her designee.

Article 10 Training

Section Two. Protective Services Training and Tuition Fund. Effective the contract year commencing July 1, 2017 State shall allocate \$80,000 plus whatever funds are necessary to cover outstanding claims from Contract year 2016-2017, to a Protective Services Training and Tuition Fund. Said funding allocation shall be increased to \$85,000 effective the contract year commencing July 1, 2019. Said funding allocation shall be increased to \$90,000 effective the contract year commencing July 1, 2020.

(m) On-line courses are reimbursable.

Section Four. (f) In-service training to be provided to fire inspectors

Article 12 Health and Safety Committee

The Health and Safety Committee shall meet at least once every two (2) months instead of monthly, or as necessary to review alleged health or safety problems brought to its attention.

Article 14 Seniority

Section One. Seniority tie-breaker modified to include last four digits of the social security number with the highest number ranked first, after the completion of the working test period, versus the coin toss.

Article 16 Grievance Procedure

Section Nine. Arbitration. The State will continue its practice of paid leave time for the grievant/party and any necessary witnesses of either party. Allowing employees to change their schedules would be appropriate to allow said employee's attendance at the arbitration in paid status.

Article 17 Dismissal, Suspension, Demotion and Other Discipline

Section Nine. C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, 2016 are hereby incorporated by reference.

Article 18 Hours of Work, Work Schedules and Overtime

Section Six (d) An employee who is regularly assigned a State vehicle who parks the vehicle at their residence and whose job primarily involves field assignments shall be in pay status for travel time in excess of thirty minutes to or from the employee's home to the first business call. The above provisions shall apply to occasions when the employee is reporting to a field assignment for the majority of the assigned shift.

Section Seven. Exchange of Shifts or Time. Employees working under the same shift schedules performing substantially similar work may exchange shifts or time in accordance with existing agency practice with exceptions.

Section Twelve. Notwithstanding the former practice of only allowing Buildings and Grounds Patrol Officers working in the Connecticut Technical High Schools to work when school is in session, effective upon Legislative approval of this agreement said employees will be allowed to complete their scheduled work day, if they so choose, on professional development days, after students depart in the event of an early release, on inclement weather days, or emergency closings.

Article 20 Compensation

Section One. General Wage Increase. (A) There shall be no general wage increase paid to any bargaining unit member for the 2016-2017, 2017-2018, or the 2018-2019 contract years.

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

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

All employees shall be eligible to receive a one-time-payment of \$2,000.00 effective with the pay period that includes July 1, 2018. Part-time employees shall receive a pro-rated payment.

Section Two. Annual Increments. There shall be no annual increments or top step bonus paid for the 2016-2017, 2017-2018 or the 2018-2019 contract years.

The annual increment for the 2019-2020 and 2020-2021 contract years shall be paid on time in accordance with existing practice. The top step bonus shall be paid on the paycheck date when increments are paid.

Effective July 1, 2019 those employees who are in the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of seven hundred dollars (\$700.00).

Effective July 1, 2020 those employees who are in the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of seven hundred fifty dollars (\$750.00).

Section Three. Longevity. (A) Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. The longevity schedule in effect on June 30, 1997, shall remain unchanged in dollar amounts for the life of this Agreement. The October 2017 Longevity payment shall be paid on time. The April 2018 Longevity payment will be delayed until July, 2018.

Section Six. Clothing and Accessories. (a) On or about September of each contract year, each employee in the bargaining unit shall receive one hundred and ten dollars (\$110.00) for the purchase of appropriate shoes except there shall be no payment for the purchase of shoes during the 2018-2019 contract year. The one hundred and ten-dollar (\$110.00) allocation shall be restored and paid during the remaining contract term.

Section Thirteen. Emergency Medical Technicians and Paramedics. For employees required by Agencies to maintain EMT-B certification, the skill premium shall be five hundred and seventy-five dollars (\$575). Effective July 1, 2019 the skill premium shall increase to six hundred and fifty dollars (\$650).

For employees required by Agencies to maintain EMT-I certification, the skill premium shall be seven hundred dollars (\$700). Effective July 1, 2019 the skill premium shall be increased to seven hundred and seventy-five dollars (\$775).

(c) The State shall pay an annual skill premium to each employee who is certified as a Paramedic (EMT-P). Effective July 1, 2019, this skill premium shall increase to \$4,500. Effective July 1, 2020 this skill premium shall increase to \$5,500.

Section Twenty-Three. Effective July 1, 2019, the Firearms and Paramedic Preceptor Instructional stipends shall increase to three hundred twenty-five (\$325). Employees who have been certified as such instructors and receiving the stipend prior to 6/30/08 shall retain the stipend unless such certification lapses. Effective 7/01/08 expansion of the stipend to other employees obtaining such certifications shall be paid only to those employees designated by the Agency to perform the instructional duties of Field Training Officer, Firearms Instructor or Paramedic Preceptor. This payment shall be issued on or about October 1 of each contract year.

Effective July 1, 2019 the Field Training Officer (FTO) stipend shall increase to \$1,000. Commencing October 1, 2019, this payment shall be made in quarterly installments. Employees

who acquire a new certification during the term of this Agreement shall maintain said certifications and perform those duties for the duration of the contract term and any extensions thereof.

Article 22 Permanent Part-Time Employees

Permanent part-time employees will continue to receive wages, seniority and fringe benefits on a pro-rata basis to the extent provided under existing rules and regulations.

Article 28 Sick Leave and Other Leaves of Absence

Section Two. No bonus sick days shall be credited to any employees during Contract year, 2017.

Section Four. The family sick leave allocation has been increased from five (3) days to five (5) days.

Article 31 Military Leave

Section Two. Unpaid Leave. Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regular scheduled vacation.

To the extent that State or Federal law provides a greater military leave benefit for employees than the above rights, State or Federal law, as amended from time to time, shall prevail. Air National Guard Firefighters shall be granted paid leave to perform all required training/drill time that they are normally scheduled to work for the six years they are required to be in the military.

Article 35 Shift and Work Location

Section One. Employees in the Department of Energy and Environmental Protection serving in non-law enforcement positions shall be exempt from the work location bid.

Article 36 Shift Differential

Section Three. The shift differential shall be eighty-five cents (\$.85) per hour. Effective with the pay period that includes July 1, 2019, the shift differential shall be ninety-five cents (\$.95) per hour.

Section Four. Effective the pay period including July 1, 2016, the weekend differential shall be seventy-five cents (\$.75) per hour. Effective with the pay period that includes July 1, 2019, the weekend differential shall be eighty-five cents (\$.85) per hour.

Article 40 Travel Reimbursements

Effective July 1, 2019, employees who are required to travel on employer business shall have meal reimbursement rates increased \$2.00 for each meal.

Article 48 Duration of Agreement

This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2021. Unless otherwise stated to the contrary, changes to language provisions shall take effect upon legislative approval.

The provisions of CGS 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August, 2020.

Understanding Regarding Job Security

From the July 1, 2017 and through June 30, 2021, there shall be no loss of employment for Protective Services bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

- a. Protection from loss of employment is for permanent employees and does not apply to:
 - i. employees in the initial working test period;
 - ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
 - iii. expiration of a temporary, durational or special appointment;
 - iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
 - v. termination of grant or other outside funding specified for a particular position;
 - vi. part-time employees who are not eligible for health insurance benefits.

- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the attached implementation agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.

Understanding Regarding Furlough Days

In recognition of the obligation for three (3) furlough days under the “Framework for Job Security Concerning Wages and Other Matters” attached to the SEBAC 2017 Agreement, the parties agree as follows:

All employees of the bargaining unit effective on or after July 1, 2017 shall have a one quarter (.25) day sick leave reduction for 12 months effective July 1, 2017. If an employee leaves service without deduction for furlough days fully satisfied, the remainder shall be deducted from accrual or final paycheck, if necessary.

During Contract year 2017, no bonus sick days, pursuant to Article 28 Section Two of this Agreement, shall be credited to any employees.

FMLA


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.

Please use this guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at 860-481-6447 or e-mail questions to Tammy.Kowalski@ct.gov.



Lisa Grasso Egan
Undersecretary for Labor Relations