



# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

## Office of Labor Relations

May 25, 2022

### GENERAL NOTICE NO. 2022-07

**TO:** Labor Relations Designees

**FROM:** Office of Labor Relations

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

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The following summarizes the substantive changes contained in the 2021-2025 Connecticut Police and Fire Union (NP-5) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, processes, as well as grammatical issues.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<sup>1</sup>.

**Article 2 Protective Services Bill of Rights** The following new section was added:

**[NEW] Section Nine** An Agency will complete non-criminal investigations with reasonable promptness and shall notify the employee when an investigation is closed. The Agency will provide the Union with updates every six months as to projected completion.

**Article 6 Union Security and Payroll Deductions** This Article replaced the former language in its entirety to comply with 2021, P.A. 21-25, § 1, codified as C.G.S. § 31-40bb and with Comptroller's Memo 2013-24:

**Section One.** Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

**Section Two.** The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State. Said deductions shall commence as soon as practicable. The parties anticipate "as soon as practicable" to mean not later than the second pay cycle of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding payroll contact, a list of all employees who have authorized dues deduction in a format dictated by the responsible payroll contact. In addition, the Union shall provide a report of dues deduction changes including any

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<sup>1</sup> Strike-out language is to be deleted and underlined language is the new language.

“starts and stops.” By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding payroll contact, in writing, of any revocations of said authorizations and the effective date of the same. Such revocations of collection of dues or other authorized, legitimate union deductions shall be effectuated by the State as soon as practicable, expected to be not later than the second pay cycle after notification by the Union has been provided to the corresponding payroll contact.

**Section Three.** The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules. Should a bargaining unit member approach the State or its agents seeking information on matters regarding Union membership, that bargaining unit member will be directed to the Union’s website at [www.cpfu.org](http://www.cpfu.org) for instructions as to how to communicate directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

**Section Four.** Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. The State shall rely upon information provided by the Union regarding whether deductions for the Union were properly canceled or changed, and the Union shall indemnify the State for any claims made by the employee for deductions made in reliance upon such information. Deductions may be revoked only pursuant to the terms of an employee’s written authorization.

**Section Five.** The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union’s designee as soon as practicable, expected to be not later than two (2) weeks after the payroll period in which such deductions are made.

**Section Six.** In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union’s political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

**Section Seven.** No payroll deduction of dues or other authorized, legitimate union deductions shall be made from workers’ compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

**Section Eight.** No other organizations shall be entitled to deduction of its dues or other authorized, legitimate union deductions from the payroll.

**Section Nine.** The State employer shall continue its practice of payroll deductions as authorized by employees for the purposes of authorized, legitimate union deductions other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

**Section Ten.** The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Article.

**Section Eleven. (a)** The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

**(b)** The State will provide the Union with another deduction slot, if and when a slot can be provided on a bargaining unit basis.

**Section Twelve:** The Union will waive dues for employees who are on military leave for a qualifying operation as outlined in Comptroller's Memo 2013-24, and waives the deduction of dues and fees from the "part pay". When the part pay status ends and the employee begins receiving their full state pay (due to returning to work or using accrued leave), the payroll deduction of union dues must be as soon as practicable, expected to be not later than the second pay cycle following the employee's return to full pay status.

**Article 7 Union Rights** The following changes were made to Article 7:

**Section One Union Business Leave** The following sentence was added to Section One: Employees shall code their time spent conducting union business consistent with the CORE Codes outlined in OLR General Notice 2010-09.

**Section Five** This Section was updated consistent with 2021, P.A. 21-25, § 1, codified as C.G.S. § 31-40bb to provide the union with access to the State's electronic mail system for purposes delineated by statute and to discontinue dedicated bulletin board space at institutions as follows:

~~**Section Five. Bulletin Board.** The State will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space. Consistent with Public Act 21-25 [C.G.S. § 31-40bb], the Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, or other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Material communicated by the Union to members must not be of a partisan political nature or inflammatory or derogatory to the State employer of any of its officials or managers. With the implementation of Public Act 21-25 [C.G.S. § 31-40bb], the State will discontinue the practice of furnishing~~

dedicated bulletin board space for Union use in each institution. Individual employees are permitted to use a State computer to visit the Union's website, and to use a State computer and email to interact with an authorized Union representative in matters involving representation and grievance processing.

### **Section Seven (a) Union Business Leave**

Increased UBL hours from nine hundred (900) to one thousand one hundred fifty (1150) per contract year.

**Section Eight (a) and (b)** were modified as follows:

**Section Eight. (a) Access to the Collective Bargaining Agreement.** Both the employer and the Union agree that every bargaining unit member should be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, in addition to making a link available for employees to access the Agreement electronically, the parties will print copies of the Agreement in booklet form to be available primarily to employees who do not have electronic access, the Agreement and give one (1) copy to each bargaining unit employee. The parties will share the cost of printing the Agreement in booklet form. The State employer will provide each new employee with a link to a copy of the collective bargaining agreement then in force and will furnish said employee with the name(s) of his/her steward(s). State Agencies will have a supply of contract booklets available to provide to new employees who are unable to access the Agreement electronically.

### **[NEW] Section Eight (b) New Employees**

- (1) **Notice to the Union.** The State will provide notice to the Union of new members to the bargaining unit, by forwarding a simultaneous copy of the position appointment letter which initiates entry into the bargaining unit (via any relevant transaction, including hire, promotion, transfer, demotion, etc.). The hiring Agency shall transmit said position appointment letter to a union-designated email address.
- (2) **Orientation.** Except by mutual agreement of the parties, all new members of the bargaining unit shall be eligible for paid release time of one (1) hour to attend a Union orientation, if they so desire. The Employer shall have the option to choose for the orientation to be combined with a new hire orientation conducted by the Employer; in such case, the Employer will provide the Union with ten (10) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. One (1) Union designated representative shall be released from normal duty to attend such. Any additional Union designated representative(s) attending an orientation meeting shall be required to attend such using union business leave.

If the Employer chooses not to schedule its orientation within thirty (30) days after the

employee's hire or not to add the Union orientation to the Employer orientation, the Union shall schedule its orientation at its discretion but consistent with the Employer's operational needs. Ten (10) days in advance of the proposed orientation date, the Union shall contact the Employer to arrange for meeting space at the Employer's facility. The Employer shall make every effort to make meeting space available within a timeframe acceptable to the Union.

## **Article 10 Training**

**Section Two Protective Services Training and Tuition Fund.** The funding level was maintained such that the State must allocate ninety thousand dollars (\$90,000) per year for the duration of the contract.

## **Article 11 Health and Safety**

**[NEW] Section Sixteen** The Union may submit to the Agency Labor Relations designee any recommendations, with supporting data, concerning vehicles, firearms, munitions, or other equipment. The parties may further discuss the recommendations in Agency labor management meetings.

## **Article 15 Order of Layoff**

**Section Two (c)** Delete this provision which formerly provided that "an employee whose last service rating was unsatisfactory shall be treated for layoff purposes as having lost one year of seniority."

## **Article 16 Grievance Procedure**

### **Section Six Step One**

This section was amended to add that [a] grievance arising from a written individual agency policy that is alleged to violate a specific provision of this Agreement will be filed directly to Step Two (OLR) with notification to the appropriate agency. A copy of the individual written policy will be appended to the grievance form.

**Section Six Step Two** This section was amended to add:

In cases involving disciplinary action, the Union will include a copy of the discipline notice with the grievance that is submitted to Step 2. The failure of the Union to provide a copy of said notice shall not, standing alone, constitute a jurisdictional bar to Step 2 and/or arbitration.

Submission of a grievance to Step II shall be by electronic mail to OLRSubmissions@ct.gov. Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to OLR, shall not be negatively impacted by the electronic submission procedure.

**Section Nine Arbitration** The parties incorporated former MOU VII into the body of this Article to confirm the establishment of a panel of five (5) arbitrators. Each arbitrator appointed, following full execution of this agreement, shall be subject to the following:

1. Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, he/she shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.
2. Each party retains the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.
3. In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator, if necessary to reach the full complement of arbitrators under the contract.

[NEW] Section 11 (b) Employees shall have recourse to pursue disputes over reclassification and Temporary Service in a Higher Class payments under the appeal procedure for reclassification per Article 16a, but not under the grievance or arbitration process.

**[NEW] Article 16a Reclassification Appeal Procedure** the following new Article was added to the contract:

**Section One. Step 1 (Agency).** The DAS Human Resources Business Partner or Agency Human Resources Professional from the Agency in which the grievant is employed, or designee, will hold a meeting with the Union designee, the grievant, and any witnesses virtually and issue a written response within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

**Section Two. 2 (Panel).** The procedures for Reclassification Appeals per Sections Two, Three, and Four of this Article shall be implemented as a pilot program, for a period commencing with legislative approval and continuing for the duration of the collective bargaining agreement. Toward the conclusion of the pilot period, the State and the Union shall meet and discuss whether the Pilot shall be continued by mutual agreement, modified, or terminated. Either the State or the Union may choose to terminate this Pilot at the conclusion of the pilot period, in which case the Pilot will remain in effect until a replacement procedure is negotiated. The Parties agree to expedite negotiation of a replacement procedure, should the need arise. While the procedures of the Pilot are in effect, the existing procedures for handling disputes over reclassification are deemed suspended by the Parties.

(a) An unresolved reclassification grievance may be appealed to the Commissioner of Administrative Services within seven (7) working days of receipt of the Step 1 response or its due date. An appeal panel shall be appointed consisting of one (1) Human Resources Professional experienced in job classification, appointed by the Commissioner of Administrative Services or

designee, (1) Union representative experienced in job classification, appointed by the Union, and one (1) Management representative, appointed by the Appointing Authority of the Agency from which the grievance originated. The Commissioner or designee shall designate the chairperson for the panel. The panel shall, at all times, consist of three (3) members. The preferred method for conducting the panel conference shall be through virtual means; however, upon mutual agreement, the conference may be held in person. The Classification Panel shall hold a conference (either virtual or in person) on a date mutually agreed upon by the State and the Union.

(b) Any and all conference and grievance-related meetings held under this Article shall be held consistent with the terms specified under Article 16, Section Six. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step I or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify bargaining agreement or grant either party matters which were not obtained in the bargaining process. Witnesses shall be compensated in accordance with Article 16, Section Nine. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

**Section Three. Panel Action.** The Panel shall hear and decide and issue a written response within thirty (30) calendar days of the conference. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing, signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with merit system conditions. Such decision shall include a brief statement of facts supporting the decision. The original grievance, along with all documents, evidence, and other written data relating to the case shall be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy.

**Section Four. Panel Decision.** The Panel Decision referenced in Section Three above shall be by majority vote, and may be any of the following:

- (a) The Panel votes in favor of reclassification, and proceeds as follows:
  - (1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for reclassification, along with a complete record of grievance material.
  - (2) The Chief HRO/designee may convene a brief meeting with the entire Reclass Panel, to discuss their recommendation. The Chief HRO/designee shall review the Panel's recommendation, and sustain or deny the grievance. Such decision shall be final and binding upon the parties.
- (b) The Panel sustains the appeal and payment for service in the higher class is authorized, consistent with Section Four-Six, but reclassification is not recommended because:

- (1) existing merit system conditions do not permit appointment;
  - (2) the organizational structure and/or staffing conditions do not support the additional position;
  - (3) other reason (state reason).
  - (4) The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.
- (c) The Panel denies the appeal.

**Section Five.** In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

**Section Six.** An employee whose reclassification appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31) working day from the date which the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior to the submission of the grievance at Step I.

**Section Seven. TSHC Appeals.** Appeal rights for employees seeking payment for Temporary Service in a Higher Class are specified in Article 19. The appeal process for TSHC payment shall be the same as for reclassification, under the pilot program described in Sections Two, Three, and Four of this Article. A Panel Decision in a TSHC appeal may be either:

**(a)** The Panel votes in favor of TSHC, and proceeds as follows:

- (1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for TSHC, along with a complete record of grievance material.
- (2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Panel, to discuss their recommendation.
- (3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.

- (a) The Panel denies the appeal. At the discretion of the Panel, a denial may also include instruction to remove one or more duties.
- (b) Remedy for a sustained appeal shall be consistent with the terms specified in Article 19. The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.



**Article 17 Dismissal, Suspension, Demotion and Other Discipline**

**Section Six** modified to provide reference to the appropriate regulation, 5-240-5a in lieu of “5-240-(d)” when placing an employee on leave for disciplinary reasons.

**Article 18 Hours of Work, Work Schedules and Overtime**

**Section Four (d) Call In/Call Back** This section was replaced with the following language: Effective upon legislative approval of this Agreement, employees who have left work after the end of their scheduled work shift and who are called in or back to work for other than their regularly scheduled work shift shall receive a minimum of four (4) hours of overtime. The provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift. The minimum overtime pay shall begin from the time the employee is called.

**Article 19 Temporary Service in a Higher Class**

Sections One through Five were replaced with the following two sections and subsequent existing paragraphs Six through Nine were renumbered Three through Six without substantive change:

**Section One. (a)** Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level. Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are also subject to the approval of the Secretary of the Office of Policy and Management (or designee). An extended assignment constituting Temporary Service in a Higher Classification is one which is expected to last more than thirty (30) consecutive working days.

**(b)** The number of supervisees standing alone will not be a bar for TSHC compensation for any individual who is assigned to perform temporary duties consistent with this Article where the level of responsibility is substantially the same as that of an individual covered by a higher classification.

**Section Two. (a)** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31) consecutive working day, be paid for such actual work, subject to review and approval by DAS and OPM, as indicated above. Payment shall be retroactive to the first day of such service, at the rate of the higher class as if promoted thereto.

**(b)** An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate

form along with a copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services, or designee, in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 16.

(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority an immediate reassignment to his/her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

(d) In the event the Commissioner of Administrative Services (or designee) disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class the employee may continue working as assigned, or may request reassignment to his/her former duties. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

(e) If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority, an immediate reassignment to his/her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first consecutive working day. In the event the assignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

(f) In the event the Commissioner of Administrative Services (or designee) disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class the employee may continue working as assigned, or may request reassignment to his/her former duties. In the event the Secretary of OPM (or designee)

disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse to TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 16.

**Article 20 Compensation** Sections One and Two were replaced with the following new language:

**Section One**

**(a) Special Lump Sum Payments:**

- (1) Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of \$2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.
- (2) Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of \$1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

**(b) General Wage Increases:**

- (1) Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for active employees in the bargaining unit, and for employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired.
- (2) Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).
- (3) Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

**Section Two.**

**(a) Annual Increments**

- (1) Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit, and to eligible employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service

or who retired. Those employees eligible for a top step bonus shall receive such payments when increments are paid.

Effective and retroactive to July 1, 2021, 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).

- (2) For contract year 2022-2023, employees will continue to be eligible for annual increments in accordance with existing practice. The top step bonus of one thousand dollars (\$1,000) for employees who are on the maximum step of the salary schedule who receive no annual increment shall be paid on the paycheck date when increments are paid.
- (3) For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with existing practice. The top step bonus of one thousand dollars (\$1,000) for employees who are on the maximum step of the salary schedule who receive no annual increment shall be paid on the paycheck date when increments are paid.

**(b) Pay Plan Adjustments**

- (1) Effective October 7, 2022, the first step of the NP-5 pay plan (“step 1”) shall be eliminated. The steps shall remain numbered as “step 2” through “step 11” for a total of ten (10) steps. In addition, steps numbered step 10 and step 11 will be adjusted to provide for a full step increment of two and one-half percent (2.5%). New employees hired after the effective date shall be placed at step 2. Employees entitled to a step adjustment payment as referenced above will receive it in the pay period that includes October 7, 2022.
- (2) Effective October 6, 2023, the step numbered as “step 2” of the NP-5 pay plan shall be eliminated. The steps shall remain numbered as “step 3” through “step 11” for a total of nine (9) steps. New employees hired after the effective date shall be placed at step 3. Employees entitled to a step adjustment payment as referenced above will receive it in the pay period that includes October 6, 2023.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases and lump sums.

**(c) 4<sup>th</sup> Year Wage Reopener (FY25) – GWI AND AI:**

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 20 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. Should wage reopener negotiations result in the awarding of an annual increment, that shall also include top step payments for eligible employees. All other provisions shall remain in full force and effect unless otherwise provided in this Agreement.

**Section Three.** [No change, employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice.]

**Section Four** [no change]

**Section Five** [no change]

**Section Six. Clothing and Accessories.** The shoe allowance was increased from \$110 to \$120 as follows:

(a) Effective the contract year commencing July 1, 2022 and each contract year thereafter during the term of this contract, the shoe allowance shall be one hundred twenty dollars (\$120.00) paid on or about September.

**Sections Six through Section Twenty-One** [no change]

**Section Twenty-Two.** This section continues stipends at their existing payment levels for the duration of the contract and adds a new stipend as follows:

Effective July 1, 2008 the following instructional stipend of two hundred twenty- five dollars (\$225) shall be paid:

- Field Training Officer
- Firearms Instructor
- Paramedic Preceptor

~~Effective July 1, 2019~~Effective and retroactive to October 1, 2021 and upon legislative approval, the Firearms and Paramedic Preceptor Instructional stipends payments shall increase three hundred twenty- five dollars (\$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,~~Effective and retroactive to October 1, 2021 and upon legislative approval the Field Training Officer (FTO) stipend shall increase to \$1,000. Commencing October 1, 2019, this payment shall be made in quarterly installments.

[NEW] Effective July 1, 2022, Liquor Control Supervising Agents performing POST certified instructor duties shall be eligible for an annual instructional stipend of three hundred twenty-five dollars (\$325) which shall be issued on or about October 1 of each contract year.

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 23 Method of Salary Payment**

**[New] Section Three. Direct Deposit.** Employees are encouraged to participate in direct-deposit of their paychecks.

## **Article 24 Health Insurance**

This provision was updated to clarify that the parties are the "State and SEBAC."

**Article 26 Pregnancy, Maternal And Parental Leave** This Article was updated to replace references to C.G.S. Section 5-248a with C.G.S. Section 31-51kk et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). The Article in its entirety reads as follows:

Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves . Upon expiration of paid leave, the employee may request, and shall be granted a medical leave of absence without pay, position held . The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence due to disability as outlined above must be in writing and .supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision

Up to three (3) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.

The parties agree to be bound by C.G.S. 31-51kk and its appurtenant regulations and any amendments thereto. An employee who is granted a statutory nondisability 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 for a period in excess of that described in the request for such leave or the statutory maximum. Employees shall have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise due under this collective bargaining agreement or under the FMLA, and as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification.

Holidays which occur during the period covered by the leave provisions of C.G.S. 31-51kk shall not be compensated unless the employee is currently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

## **Article 28 Sick Leave and Other Leaves of Absence**

**Section Four** The family sick leave allocation was increased from five (5) days to ten (10) days.

## **Article 36 Weekend Differential**

**Section Four** Language was added to clarify that the qualifying hours for weekend differential are all hours worked between the hours of 11:00 pm Friday and 11:00 p.m. Sunday. In all other respects the section remains unchanged.

**Article 37 Contracting Out** This Article was updated to delete the “or” between subsections (b) and (c) and to reflect the new duration:

- (a) During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State employer of its right to contract out.
- (b) The State employer will be deemed in compliance with this Article if: (1) The employee is offered a transfer to the same or similar position within the Protective Services Bargaining Unit within a reasonable distance which, in the employer's judgment, he/ she is qualified to perform, with no reduction in pay.; or
- (c) Sunset Clause: The provisions of this Article expire automatically on June 30, ~~2021~~ 2025. Either party may negotiate for the inclusion of this portion or any modification thereof in any successor agreement.

## **Article 40 Travel Reimbursements**

Effective July 1, 2022, employees who are required to travel on employer business shall have meal reimbursement rates increased \$2.00 for each meal and the “miscellaneous” category shall be increased by \$1.00.

## **Article 45 Legislative Action**

This provision was updated to provide that if the legislature rejects an agreement or award the parties shall proceed “in accordance with SERA,” the State Employee Relations Act.

## **Article 48 Duration of Agreement**

This Agreement shall be effective on July 1, 2021 and shall expire on June 30, 2025. The window period was updated to 2024. In addition to the wage reopener referenced in Article 20 and consistent with the timelines set forth therein, this unit may request to reopen the amount of the top step lump sum payment for employees who receive no annual increment.

**[MODIFIED] Memorandum of Understanding IV** The current MOU IV was replaced in its entirety with:

During the life of the Agreement, the State will complete a review for the evaluations of the following ten (10) bargaining unit classifications which are under the statutory authority of OPM:

Police Officer, Detective, Police Sergeant, Police Lieutenant, Police Captain, Firefighter, Fire Lieutenant, Fire Captain, Motor Vehicle Inspector, Motor Vehicle Sergeant.

The Parties recognize that the bargaining unit uses equivalent positions in the classified and unclassified service. It is understood that should evaluation changes result from the review indicated above, the Union reserves the right to bargain any impact on equivalent titles.

**[DELETED] Memorandum of Understanding VII re: Arbitration Panel**

The substance of this MOU was incorporated into Article 16, Grievance Procedure, and therefore the MOU was deleted.

**[DELETED] Memorandum of Understanding Regarding Article 16, Grievance Procedure**

The substance of this MOU was incorporated into Article 16, Grievance Procedure, and therefore the MOU was deleted.

**[NEW] Memorandum of Understanding Department of Energy and Environmental Protection - Time for Required Medical Appointment for Commercial Driver's License**

A Commercial Driver's License (CDL) and valid Medical Examiner's Certificate (MEC) are required for specific classifications and/or job functions at the Department of Energy and Environmental Protection. There continues to be a no-cost option for a physical to obtain a MEC for maintaining a valid CDL.

DEEP continues to utilize Concentra Medical Centers <https://www.concentra.com/> for physicals to obtain their medical certificate for this purpose. Employees in the NP-5 Bargaining Unit can walk in and request a physical when their medical certificates are close to expiring. They need to tell Concentra staff to bill the Dept. of Energy and Environmental Protection.

Employees who are required to hold a CDL as a part of their essential job duties shall be permitted to use up to three (3) hours of paid State time for the purpose of receiving a CDL physical once in each two-year renewal period.

**[NEW] Memorandum of Understanding - Parties Agree To Continued Discussions**

During negotiations for a successor contract to the 2016-2021 collective bargaining agreement, the Parties discussed the following matters:

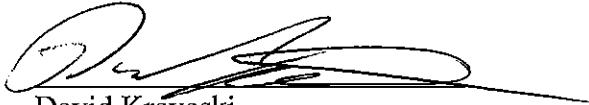
- Police Accountability Legislation
- Telematics in State Vehicles and General Letter 115
- Paid Military Leave for Annual Training



- State Animal Control Officers and Supervisors [provisions under Article 18, Section Six (d)]

The parties have agreed to continue to meet and discuss the above matters, and potential impact to bargaining unit members, while retaining any and all rights under the collective bargaining agreement and Connecticut General Statutes.

Please use this 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](mailto:Tammy.Kowalski@ct.gov).



David Kraveski  
Acting Undersecretary for Labor Relations