

**AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE  
CONNECTICUT POLICE AND FIRE UNION (NP-5) FOR A SUCCESSOR  
AGREEMENT TO THE AGREEMENT THAT EXPIRED JUNE 30, 2016**

**ARTICLE 2  
PROTECTIVE SERVICES BILL OF RIGHTS**

**Section Three.** Whenever a Protective Services Bargaining Unit employee covered under this contract is under investigation or subjected to interrogation for any reason which could lead to suspension, demotion, dismissal, disciplinary action, or criminal charges, such investigation or interrogation shall be conducted as nearly as is practicable under the following conditions:

(1) The interrogation shall be conducted at a time when the employee is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required;

(2) The employee under investigation shall be informed of the name(s) and agency of the person in charge of the investigation, and of those conducting the interrogation, and the reasons for the investigation. 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;

(3) Whenever the interrogation relates to the employee being placed under arrest, or is likely to be arrested or is a suspect or target of a criminal investigation, he/she shall be afforded all constitutional rights;

**ARTICLE 6  
UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280(a) C.G.S. 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 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 or any employee organization constituent thereof. 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 up to ~~800~~ 900 hours of paid leave per contract year for Union officials, delegates, stewards or other representatives to attend Union business-related meetings, conventions, training programs, meetings of national affiliates or other affiliates organizations, legislative or agency hearings. The Union shall notify the State Office of Labor Relations of the names, agencies, dates and number of hours when employees are to be released for such Union business, normally at least seventy-two (72) hours in advance. Such release time

shall be granted; the Union agrees not to unduly deplete agency operations. If notice of release is received less than seventy two (72) hours in advance, the leave may be denied if the absence will unduly hinder minimum operating needs. Time off shall be deducted from the bank of hours. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract.

## 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-I. 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 One.** The employer recognizes its responsibility to provide relevant training for each new employee and continue on-the-job 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 for the purpose of enabling bargaining unit employees to participate in relevant outside training programs, workshops, seminars, vocational training courses or to reimburse employees under the Tuition Reimbursement section of this Article. 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.

**Section Four.** Both the State of Connecticut and the Union recognize the need for continuous in-service training as being beneficial to the employer, the employees and the public; therefore, except as outlined under the "Protective Services Training and Tuition Fund", the employer retains the right to determine training needs, programs, procedures, and to select employees for training. The employer agrees to endeavor to provide relevant in-service training in the following areas:

(f) Provide in-service training for fire fighters and fire inspectors which attempts to encompass National Fire Protection Association Standards;

## ARTICLE 11 HEALTH SAFETY

**Section Twelve. (a)** ~~Canine~~ Animal Control Officers shall be provided with proper rubber boots and raincoats.

(b) Where Building and Grounds Patrol personnel are subject to extended exposure to inclement weather, they shall be provided with proper rubber boots.

**Section Thirteen.** Motor Vehicle Inspectors shall be provided with proper agency issued inspection equipment. When equipment is broken or not working properly, the inspector shall submit a written request for the equipment to be repaired. The employer agrees to expeditiously respond to such requests.

~~**Section Fourteen.** All Department of Environmental Protection Park Patrolmen and Unit Managers shall be trained in the use of the Prosecutor Night Stick.~~

**Section Fifteen. Fourteen** Motor Vehicle Inspector workloads will be gauged to what can reasonably be expected to be accomplished during an assigned shift.

~~**Section Sixteen. Fifteen.**~~ The employer, in cooperation with the Union, shall develop a planned program of replacing all unsafe weapons holsters as soon as possible.

## ARTICLE 12

### HEALTH AND SAFETY COMMITTEE

There shall be established a Protective Services Health and Safety Committee, consisting of eight (8) members with right of substitution: four (4) appointed by the Union and four (4) appointed by the State. The Committee shall meet at least once per every two (2) months (bi-monthly) or as necessary to review alleged health or safety problems brought to its attention. The Committee may also investigate problems on its own.

Members shall be released to attend meetings without loss of pay or benefits and attendance shall be considered as time worked as part of the employee's regular schedule which shall include travel time to and from committee meetings.

The Committee shall report its findings to the Commissioner of Administrative Services and the appropriate agency officials who will take all appropriate steps to comply with Article 11. Within the framework of available resources the Committee may employ the services of independent experts to conduct studies of alleged problems.

## ARTICLE 14

### SENIORITY

**Section One.** Seniority shall be defined as total State service for all purposes under this Agreement except, for shift and work location (Article 35) and layoff (Article 15). For all purposes set forth in Articles 15 and 35, seniority shall be defined as bargaining unit seniority in any capacity. In matters where tiebreaking may be required to determine which employee is senior the following shall apply:

1. Time in Rank (Trainee time is included as time in the target class)
2. Time in Agency
3. Coin Toss-Last four digits of the social security number with the highest number ranked first, after the completion of the working test period.

## ARTICLE 16 GRIEVANCE PROCEDURE

**Section Nine. Arbitration.** (a) Submission to arbitration shall be by certified or registered letter from the grievant to the State (Office of Labor Relations). The parties shall establish a permanent panel of mutually acceptable arbitrators from which a single arbitrator will be selected to hear and render a decision on each grievance submitted to arbitration. By mutual agreement, grievances may be combined and submitted to a single arbitrator.

In cases involving the dismissal or demotion of an employee, the arbitrator shall be contacted within twenty (20) days of the request for arbitration and must be available to schedule the beginning hearing within forty-five (45) days of his/her appointment. In all other cases, the arbitrator will be contacted within thirty (30) days of the request and an arbitration schedule shall be arranged. If the arbitrator selected is not available to schedule the hearing in a timely fashion the next arbitrator in rotation shall be selected. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union or in dismissal or suspension cases when the union is not a party one-half the cost shall be borne by the State and the other half by the party submitting to arbitration. The Office of Labor Relations shall provide to the Union upon request a monthly summary of the arbitrator designations and the cases offered/scheduled with each.

On grievances when arbitrability has been raised as an issue the arbitration shall be bifurcated at the demand of either party. In such cases separate arbitrators may be utilized to hear the arbitrability issue and the merits in the event the case is determined to be arbitrable.

(b) 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 (5) days, either party may request the arbitrator maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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 to be relieved from duty for the entire shift, or a portion thereof, would be appropriate to allow said employee's attendance at the arbitration in paid status.

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step 1. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days following the close of the record; the parties agree that the close of the record is the date of receipt of briefs by the arbitrator or closing statements for the purposes herein. Unless the parties jointly agree otherwise, the arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418, provided, however, neither the submission of question of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of the judicial review

over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

**(d) Late Arbitration Awards.** On those cases in which an arbitrator fails without permission of the parties to render a decision within the contractual time limits: the award shall be void; the arbitrator shall be dropped from the panel and the arbitrator shall not be paid.

#### ARTICLE 17

#### DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

**Section Eight. Reprimands.** A written reprimand or a written record of an oral reprimand which is placed in an employee's personnel file and which is not merged in the first service rating (~~No. 1~~) following the issuance of such reprimand shall remain in the file no later than conclusion of the next annual service rating period (~~No. 2~~).

**Section Nine.** C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, ~~1990~~ **2016** are hereby incorporated by reference.

#### ARTICLE 18

#### HOURS OF WORK, WORK SCHEDULES AND OVERTIME

##### Section Four

**(f)** Employees held over after the end of a shift in excess of seven and one half (7.5) minutes shall have all work performed after the shift considered overtime work; for the purpose of computing overtime entitlement time spent shall be rounded off to the nearest quarter hour. A minimum of fifteen (15) minutes of overtime shall be paid to ~~inspectors~~ motor vehicle operator license agents assigned to Motor Vehicle Office closings.

##### 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 rather than assignment to a fixed duty station shall be considered to be in pay status commencing with arrival at the first business call until departure from the last business call, provided, however, any travel in excess of ~~twenty~~ (20) miles thirty minutes to or from the employee's home shall be considered as time worked. The above provisions shall apply to occasions when the employee is reporting to a field assignment for the majority of the assigned shift.

Notwithstanding the above, employees in the classifications of State Animal Control Officer, State Animal Control Supervisor, Liquor Control Agent, Liquor Control Special Agent, Liquor Control Supervising Agent, Enforcement Officer, Police Officer, Motor Vehicle Inspector, Motor Vehicle Sergeant, Conservation Enforcement Sergeant and Conservation Enforcement Officer, whose job primarily involves a field assignment, shall continue the existing practice of including home-to-duty station and duty station-to-home as time worked.

**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 provided:

- (a) no additional cost to the State of Connecticut is imposed;
- (b) the employee's supervisor is given reasonable notice, normally in excess of twenty-four (24) hours, and approves the swap;
- (c) the State of Connecticut is not responsible for enforcing agreements made between employees;
- (d) approval of shift changes is subject to revocation as dictated by the needs of the Department; and
- (e) approval by the supervisor shall not be arbitrarily withheld nor shall revocation of an approved swap be arbitrarily made; and
- (f) The swap need not be completed within a particular pay period. The participants are encouraged to complete the swap within a ninety (90) day period.

**Section Eleven.** Consistent with the provisions of Section Eight of this Article, non-emergency schedule changes for Liquor Control Agents (the job series) and the Casino Agents (job series) may not be made without the required fourteen (14) calendar day notice. Each notice of schedule adjustment, made after the notice period above would require a special \$35 compensation payment to the individual(s) experiencing the schedule change.

**[NEW] 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**

**[SECTIONS ONE THROUGH THREE ARE DELETED AND REPLACED BY THE FOLLOWING]**

**Section One. (a)** There shall be no general wage increase paid to any employee for the 2016-2017 contract year.

**(b)** There shall be no general wage increase paid to any employee for the 2017-2018 contract year.

**(c)** There shall be no general wage increase paid to any employee for the 2018-2019 contract year.

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

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

**Section Two.** (a) There shall be no annual increment or top step bonus paid for the 2016-2017 contract year.

(b) There shall be no annual increments or top step bonus payments for the 2017-2018 contract year.

(c) There shall be no annual increments or top step bonus payments for the 2018-2019 contract year. 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.

(d) The annual increment for the 2019-2020 contract year 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.

(e) The annual increment for the 2020-2021 contract year 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.** Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice. The longevity schedule in effect on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement and is appended hereto. 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 Eight. Hazardous Duty Pay.** (d) Department of Environmental Protection personnel assigned to the fish hatcheries shall receive an unpleasant duty stipend on a monthly basis. The monthly stipend shall be fifty dollars (\$50). The monthly stipend shall be increased to seventy-five dollars (\$75) effective July 1, 2009, and increased to eighty-five dollars (\$85) effective July 1, 2010. No employee shall be eligible for such stipend until the employee has worked in the hatchery for twelve (12) full months and completed the working test period.

**Section Thirteen. Emergency Medical Technicians and Paramedics.** (a) The State shall pay an annual skill premium to each employee who is certified as an Emergency Medical Technician B. (EMT-B). Said payment shall amount to \$475 each contract year. This premium will be paid on or about October 1 of each contract year. For employees required by Agencies to maintain such certification, the skill premium shall be increased to five hundred and twenty-five dollars (\$525) effective July 1, 2008, and increased to five hundred and seventy-five dollars (\$575). Effective July 1, 2019 the skill premium shall increase to six hundred and fifty dollars (\$650).

(b) The State shall pay an annual skill premium to each employee who is certified as an Emergency Medical Technician I (EMT-I). Said payment shall amount to \$600 for each contract year. This premium will be paid on or about October 1 of each contract year. For employees required by Agencies to maintain such certification, the skill premium shall be increased to six hundred and fifty dollars (\$650) effective July 1, 2008, and increased to 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) and where such training is directly job related (i.e., police, fire, instructors and personnel assigned to rescue details). Said payment shall amount to \$3700. For each contract year the annual premium shall be paid in quarterly installments commencing in October. Effective July 1, 2019, this skill premium shall increase to \$4,500. Effective July 1, 2020 this skill premium shall increase to \$5,500.

(d) The State shall pay an annual skill premium of two hundred dollars (\$200) to each employee required by an Agency to be certified as a Medical response Technician (MRT).

(e) There shall be no pyramiding of skill premium benefits for those holding multiple certifications.

### **Section Twenty-Three.**

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, 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 One.** Except where varied in this Agreement, the State will continue in force its written rules and regulations with respect to Sick Leave (one and one-quarter (1-1/4) days per month) or other paid or unpaid leave of absence.

**Section Four.** An eligible employee shall be granted sick leave:

(a) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefore; and the definition of immediate family for this subsection only shall include grandparents;

**ARTICLE 31**  
**MILITARY LEAVE**

**Section One. Paid Leave for Drills, Emergencies.** 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 two (2) calendar weeks in a calendar year, in addition to up to seven (7) days of military leave 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 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.

**Section Three. Supersedence.** The provisions of this Article shall supersede C.G.S. Sections 5-248(c) and 27-33 and the appurtenant regulations.

**ARTICLE 35**  
**SHIFT AND WORK LOCATION**

**Section One.** There shall be biennial posting for shift and location assignments by each agency. No additional posting shall be required or provided until the next biennial posting. Any new vacancies that occur at the agencies shall be filled at the facility level by voluntary transfer; seniority will be the governing factor provided the interested employee is qualified for the position. If there is a lack of volunteers, the agency may hire or involuntarily transfer personnel at the facility.

Agencies shall have the option to adjust the current shift and work location plan to a biennial posting schedule upon providing notice to the Union. Any other modifications to existing shift and work location plans require mutual agreement by the parties.

The University of Connecticut, State Universities, Community and Technical Colleges that have current bid processes in place are exempt from the biennial bid process and shall retain the current bidding practice.

Firefighters at all locations are exempt from the shift and work location bid process.

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

Those agencies that have not heretofore included shift and work location as part of their practice shall be obligated to develop such a plan for implementation by July 1, 2009. The conditions and circumstances of the plan shall be agreed upon between the agencies and the Union.

### **ARTICLE 36 SHIFT DIFFERENTIAL**

~~Section Three. The shift differential shall be sixty-five (\$.65) cents per hour. Effective the pay period that includes July 1, 2005 the shift differential shall be seventy-five (\$.75) per hour. Effective the pay period that includes July 1, 2006 the shift differential shall be eighty-five cents (\$.85). 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, 2005, employees shall be entitled to weekend differential payments for all hours worked between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday. Effective the pay period that includes July 1, 2005, the weekend differential shall be sixty-five cents (\$.65) per hour. Effective the pay period that includes July 1, 2006, 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 37 CONTRACTING OUT**

(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, ~~2011~~. 2021. Either party may negotiate for the inclusion of this portion or any modification thereof in any successor agreement.

**ARTICLE 40  
TRAVEL REIMBURSEMENTS**

During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast \$ 6.00  
Lunch \$8.00  
Dinner \$18.00  
Miscellaneous \$ 5.00

The standard state travel regulations in force on January 1, ~~1990~~ 2017, shall be incorporated by reference, except as superseded herein. Effective July 1, 2019, the following rates shall apply:

Breakfast ~~\$ 6.00~~    **\$8.00**  
Lunch ~~\$8.00~~        **\$10.00**  
Dinner ~~\$18.00~~    **\$20.00**  
Miscellaneous \$ 5.00

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate. As U.S. General Services Administration adjusts this rate, the State will utilize the adjusted rate within thirty days of such adjustment.

**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.

Negotiations for the successor to this Agreement shall commence with the timetable established under the Connecticut General Statute, Section 5-276a (a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

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.

**OTHER ISSUES:**

Interest arbitration and "Issues in Dispute," and all outstanding proposals not otherwise TA ok'd are withdrawn by both parties.

**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.
- c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.
- d. 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.
- e. The State shall continue to utilize the funds previously establishes for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

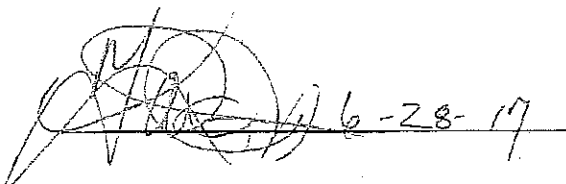
### FURLOUGH DAYS

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 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 38 Section Two of this Agreement, shall be credited to any employees.

**FOR THE STATE:**



**FOR THE UNION:**



## NP-5 Tentative Agreement Summary

### Effective 7-1-19:

- 7/1/19 (1) Increase in Tuition & Training Fund \$5,000 each Contract year (\$10,000 total)
- 7/1/19 (2) Paramedic Stipend increase from \$3,700 to \$4,500 7/1/19 and then \$5,500 7/1/20.
- 7/1/19 (3) Increase in Preceptor Stipend from \$225 to \$325
- 7/1/19 (4) Increase in Firearms Instructor Stipend from \$225 to \$325
- 7/1/19 (5) \$75 increase for each EMT (B and I) certification for members who are required by their agencies to be EMT certified.
- 7/1/19 (6) Increase the FTO stipend to \$1,000 paid quarterly.
- 7/1/19 (7) Employees who acquire a new certification during the term of this Agreement shall maintain said certifications and perform duties for duration of contract and any extensions thereof.
- ~~7/1/19 (8) Top Step Bonus Increase to \$750 with corresponding delay in GWI to cover the cost in each remaining year of the CBA.~~
  - ~~• I appreciate the increase; however, we were looking for a percentage of base salary increase (that would obviously grow over time as salaries rise). Because the increase is relatively small, and still probably smaller than most other units, I don't see a need to delay the GWI at all.~~

### Effective upon Legislative Approval:

- 7/1/19 (9) B&Gs in Tech High Schools allowed to work regular schedule on non- student days such as Teacher Professional Development days.
- 7/1/19 (10) Family Sick Leave increase from 3 to 5 days
- 7/1/19 (11) UBL increase to 900 hours
- 7/1/19 (12) DEEP Park Maintainers/Supervisors (non-law enforcement) exempt from work location bid.
- 7/1/19 (13) Military Leave time consistent with Federal and State Law, but the ANG firefighters, shall be granted paid leave to perform all required training/drill time they are normally scheduled to work for the six years required to be in the military.

Article 18. Section 6(d) Amended as follows:

7/1/19 (14) "An employee who is regularly assigned a State vehicle who parks the vehicle at their residence and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered to be in pay status commencing with arrival at the first business call until departure from the last

30 minutes

business call, provided, however, any travel in excess of ~~twenty (20) miles~~ to or from the employee's home shall be considered as time worked.

11/18 ③ Exchange of shift or time shall be in accordance with existing agency practice.

11/18 ③ Grievant/Party or necessary witness shall be in pay status to attend own arbitration including the ability to be allowed to change schedule to accommodate the time off.

11/18 ③ **Art. 2 Sec 3(2) Add:** When an administrative investigation is conducted by agency, the employee under investigation and/or Union shall be given status updates every two months or until investigation is concluded, and the employee shall be notified of the conclusion.

11/18 ③ Furlough Days—Effective with the first payroll period following legislative approval, employees' biweekly pay shall be reduced the value of three furlough days. Employees will be granted certain preferred days off to include the day after Thanksgiving, Religious Holidays, etc. where agency can accommodate.

11/18 ③ [ADD TO Article 22] Permanent Part-time Employees. "Permanent part-time employees will continue to receive wages, seniority and fringe benefits on a prorate basis to the extent provided under existing rules and regulations.


11/18 ③ Duration of CBA: July 1, 2016 to June 30, 2021.


11/18 ③ SEBAC FRAMEWORK: Five year wage package; 4 years job security subject to the procedures; April 2018 longevity payment delayed to July 2018, New FMLA language.

11/18 ③ Interest arbitration and "Issues in Dispute," and all outstanding proposals not otherwise TA ok'd are withdrawn by both parties.

11/18 ③ Top step bonus increased to \$700 in year #4 and \$750 in year #5.

11/18 ③ No show allowance will be paid in year #3. Shoe allowance in years 4 and 5 will remain at \$110.

  
6-19-18

  
6-19-17

**NP-5 Tentative Agreement Addendum**

Shift differential will increase from \$0.85 per hour to \$0.95 per hour effective 7/1/19

Weekend Differential will increase from \$0.75 per hour to \$0.85 hour effective 7/1/19


*For Ron P. Pratt*  
6-19-17

*[Signature]*  
6-19-17

## Tentative Agreement

The State of Connecticut and the NP-5 Bargaining Unit (Connecticut Police and Fire Union) agree to the following regarding the successor Collective Bargaining Agreement between the parties:

1. Preamble, shall remain current contract language with no changes.
2. Article 4, shall remain current contract language with no changes.
3. Article 13, shall remain current contract language with no changes.
4. Article 21, shall remain current contract language with no changes.
5. Article 22, shall remain current contract language with no changes.
6. Article 23, shall remain current contract language with no changes.
7. Article 26, shall remain current contract language with no changes.
8. Article 30, shall remain current contract language with no changes.
9. Article 33, shall remain current contract language with no changes.
10. Article 43, shall remain current contract language with no changes.
11. Article 44, shall remain current contract language with no changes.
12. Article 45, shall remain current contract language with no changes.
13. Article 46, shall remain current contract language with no changes.

  
\_\_\_\_\_  
For the State

 9-9-16  
\_\_\_\_\_  
For CPFU



## TENTATIVE AGREEMENT

### ARTICLE 6 UNION SECURITY AND PAYROLL DEDUCTIONS


**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280(a) C.G.S. 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 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 or any employee organization constituent thereof. [NEW] 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.

For the State:

  
\_\_\_\_\_

Date: 9-9-16

For the Union:

  
\_\_\_\_\_

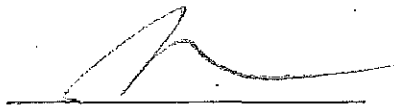
Date: 9-9-16

## TENTATIVE AGREEMENT

### 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 [ADD], as determined by the Commissioner or his/her designee.

FOR THE STATE:



DATE: 9-9-14

FOR THE UNION:



DATE: 9-9-16

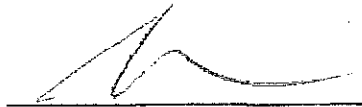
## TENTATIVE AGREEMENT

### ARTICLE 10 TRAINING

#### Section Two.

~~[DELETE] The State will honor reimbursement claims submitted by unit employees for the contract year 2008-2011, if such claims meet the contractual standards, and to the extent that the aggregate of such claims shall not exceed the permissible limitations.~~

FOR THE STATE:



DATE: 9-9-14

FOR THE UNION:



DATE: \_\_\_\_\_

## TENTATIVE AGREEMENT

### ARTICLE 10 TRAINING

#### Section Two: (m)

(m) **Tuition Reimbursement.** The Employer shall pay up to seventy-five (75%) percent of the cost for tuition, books, and related fees deemed appropriate by the Protective Services Education and Training Committee for any bargaining unit employee who [ADD] takes on-line courses or attends any accredited institution of higher education, such reimbursements to be deducted from the Protective Services Training and Tuition Fund. It is understood that the employee must successfully complete the course in order to be reimbursed. Requests for payment to the employee under this subsection shall be processed upon submission of receipts and/or records to the Protective Services Education and Training Committee.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

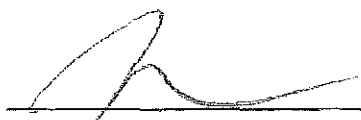
## TENTATIVE AGREEMENT

### ARTICLE 10 TRAINING

#### Section Four. (f)

(f) Provide in-service training for fire fighters [ADD] and fire inspectors which attempts to encompass National Fire Protection Association Standards;

FOR THE STATE:



DATE: 9-9-14

FOR THE UNION:



DATE: 9-9-16

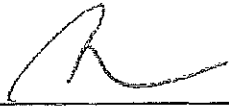
## TENTATIVE AGREEMENT

### ARTICLE 11 HEALTH SAFETY

#### Section Twelve. (a)

Section Twelve. (a) ~~Canine~~ Animal Control Officers shall be provided with proper rubber boots and raincoats.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

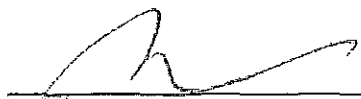
## TENTATIVE AGREEMENT

### ARTICLE 11 HEALTH SAFETY

#### Section Thirteen.

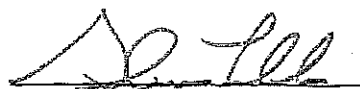
Section Thirteen. Motor Vehicle Inspectors shall be provided with ~~proper~~ agency issued inspection equipment. When equipment is broken or not working properly, the inspector shall submit a written request for the equipment to be repaired. The employer agrees to expeditiously respond to such requests.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 11 HEALTH SAFETY

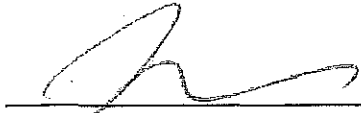
#### Section Fourteen

~~Section Fourteen.~~ All Department of Environmental Protection Park Patrolmen and Unit Managers shall be trained in the use of the Prosecutor Night Stick.

~~Section Fifteen~~ Fourteen. Motor Vehicle Inspector workloads will be gauged to what can reasonably be expected to be accomplished during an assigned shift.

~~Section Sixteen~~ Fifteen. The employer, in cooperation with the Union, shall develop a planned program of replacing all unsafe weapons holsters as soon as possible.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16



## TENTATIVE AGREEMENT

### ARTICLE 12 HEALTH AND SAFETY COMMITTEE

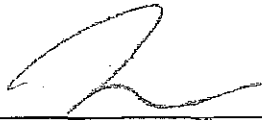
There shall be established a Protective Services Health and Safety Committee, consisting of eight (8) members with right of substitution: four (4) appointed by the Union and four (4) appointed by the State. The Committee shall meet at least once per every two (2) months (bi-monthly) or as necessary to review alleged health or safety problems brought to its attention. The Committee may also investigate problems on its own.

Members shall be released to attend meetings without loss of pay or benefits and attendance shall be considered as time worked as part of the employee's regular schedule which shall include travel time to and from committee meetings.

The Committee shall report its findings to the Commissioner of Administrative Services and the appropriate agency officials who will take all appropriate steps to comply with Article 11.

Within the framework of available resources the Committee may employ the services of independent experts to conduct studies of alleged problems.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 14 SENIORITY

**Section One.** Seniority shall be defined as total State service for all purposes under this Agreement except, for shift and work location (Article 35) and layoff (Article 15). For all purposes set forth in Articles 15 and 35, seniority shall be defined as bargaining unit seniority in any capacity. In matters where tiebreaking may be required to determine which employee is senior the following shall apply:


1. Time in Rank (Trainee time is included as time in the target class)
2. Time in Agency
3. ~~Coin-Toss~~ [ADD] Last four digits of the social security number with the highest number ranked first, after the completion of the working test period.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 15 ORDER OF LAYOFF

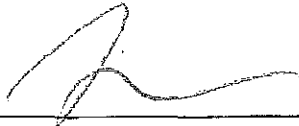
~~[DELETE] Section Five. There shall not be any additional layoffs of permanent employees during the remainder of this contract except for layoffs due to agency consolidations, closings and/or programmatic reductions enacted by the legislature. This provision shall not apply to temporary or durational positions or to grant funded or federally funded positions upon the expiration of those funds. This provision shall expire at the expiration date of this contract.~~

Section Five has been amended as follows:

~~The parties understand and agree that notwithstanding the extension of other terms of the Collective Bargaining Agreement, Article 15 Section 5 Expires on June 30, 2011 and shall not be extended further.~~

~~This is the outcome of a good faith effort to resolve a bargaining unit demand made in the context of state wide concession bargaining. The degree to which this provision may or may not be considered in any future negotiations should be examined in that context. The parties concede that this was neither achieved nor ordered during the regular bargaining process under SEPA and as such, should not properly be considered as part of the bargaining history between the State and the Union.~~

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 17

#### DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

**Section Eight. Reprimands.** A written reprimand or a written record of an oral reprimand which is placed in an employee's personnel file and which is not merged in the first service rating ~~(No. 1)~~ following the issuance of such reprimand shall remain in the file no later than conclusion of the next annual service rating period ~~(No. 2)~~.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

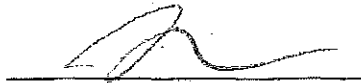
## TENTATIVE AGREEMENT

### ARTICLE 17

#### DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

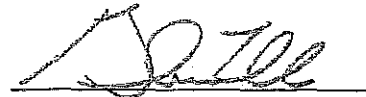
Section Nine. C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, 1990- 2016 are hereby incorporated by reference.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16


## TENTATIVE AGREEMENT

### ARTICLE 18 HOURS OF WORK, WORK SCHEDULES AND OVERTIME

#### Section Four (f)

(f) Employees held over after the end of a shift in excess of seven and one half (7.5) minutes shall have all work performed after the shift considered overtime work; for the purpose of computing overtime entitlement time spent shall be rounded off to the nearest quarter hour. A minimum of fifteen (15) minutes of overtime shall be paid to ~~inspectors~~ motor vehicle operator license agents assigned to Motor Vehicle Office closings.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16


# TENTATIVE AGREEMENT

## ARTICLE 18 HOURS OF WORK, WORK SCHEDULES AND OVERTIME

### Section Four (i)

~~[DELETE] (i) When practicable overtime checks shall be paid no later than the second payroll period following the overtime worked.~~

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

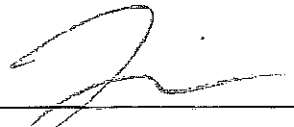
## TENTATIVE AGREEMENT

### ARTICLE 18 HOURS OF WORK, WORK SCHEDULES AND OVERTIME


#### Section Eleven

Section Eleven. Consistent with the provisions of Section Eight of this Article, non-emergency schedule changes for Liquor Control Agents (the job series) and the Casino Agents (job series) may not be made without the required fourteen (14) calendar day notice. Each notice of schedule adjustment, made after the notice period above would require a special \$35 compensation payment to the individual(s) experiencing the schedule change.

FOR THE STATE:

  
\_\_\_\_\_  
DATE: 9-9-16

FOR THE UNION:

  
\_\_\_\_\_  
DATE: 9-9-16



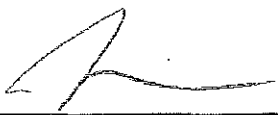
## TENTATIVE AGREEMENT

### ARTICLE 20 COMPENSATION

#### Section Eight. Hazardous Duty Pay (d)

(d) Department of Environmental Protection personnel assigned to the fish hatcheries shall receive an unpleasant duty stipend on a monthly basis. The monthly stipend shall be fifty dollars (\$50). The monthly stipend shall be increased to seventy-five dollars (\$75) effective July 1, 2009, and increased to eighty-five dollars (\$85) effective July 1, 2010. No employee shall be eligible for such stipend until the employee has worked in the hatchery ~~for twelve (12) full months~~ and completed the working test period.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ~~[DELETE] MEMORANDUM OF UNDERSTANDING XI~~

#### ~~RE: FURLOUGH DAYS~~

~~There shall be mandatory furloughs days for all members of the NP-5 bargaining unit. Part time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26.1 pay period schedule. It is understood and agreed that during SEBAG discussions, certain dates were identified and agreed upon as fixed furlough dates. There shall be one (1) furlough day before June 30, 2009; three (3) furlough days between July 1, 2009 and June 30, 2010 and three (3) furlough days between July 1, 2010 and June 30, 2011. The furlough days shall be processed as follows:~~

#### ~~A. For Employees who can be assigned the fixed furlough days:~~

~~For Employees who work in assignments or operations where the appointing authority has determined that employees may be scheduled to take the day off and/or the office shall close, the following furlough days shall be taken without pay as a voluntary schedule reduction day:~~

~~05/22/09 — Friday before Memorial Day~~

~~07/06/09 — Monday after July 4th~~

~~11/27/09 — Friday after Thanksgiving~~

~~12/24/09 — Christmas Eve~~

~~07/02/10 — Friday before July 4th~~

~~11/26/10 — Friday after Thanksgiving~~

~~12/27/10 — Monday after Christmas~~

#### ~~B. For Employees who cannot be assigned the fixed furlough days:~~

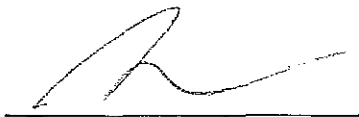
~~It is understood that due to the unique nature of the services provided by members of this bargaining unit, and limited staff availability during prime vacation periods, it is not be feasible for all employees to take fixed dates as their furlough days. It is anticipated that this problem may be compounded by shortages in staff due to retirements under the Retirement Incentive Program and it is, therefore, necessary for management to have great latitude in the assignment and granting of alternate dates as furlough days. One furlough day must be taken before June 30, 2009. This obligation~~

~~may be extended up to 90 days into the next fiscal year based upon operational need. Three furlough days must be taken between July 1, 2009 and June 30, 2010 and three furlough days must be taken between July 1, 2010 and June 30, 2011.~~

~~Management and the individual employee shall work cooperatively as soon as is possible for employees who are unable to take the identified "fixed" dates as their furlough days to agree to alternative furlough days. 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. The value of a furlough day shall be one-tenth of the biweekly pay for a bargaining unit member on a 26.1 pay period schedule and the employee's pay shall be reduced accordingly as a voluntary schedule reduction day pursuant to Section 5-248c-1 et seq. of the Connecticut General Statutes. For each furlough day, bargaining unit members shall take one day off (equivalent hours) without pay. An employee may supplement the day off with vacation, personal leave or compensatory time if the equivalent number of hours is less than the employee's scheduled hours of work on the designated day off. The scheduled furlough date shall be agreed upon not less than two weeks in advance.~~

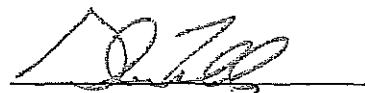
~~If the employer and the employee cannot agree to an alternative furlough day to be taken before April 1 of 2010 or April 1 of 2011, management shall assign the date to the employee. Unless the notice is waived by mutual consent of the employer and the employee, the employer shall give the employee two (2) weeks notice of each such assigned day off. Absent extenuating circumstances, once an employee has been notified of an assigned day off, it shall not be unilaterally changed by management. If an employee elects not to take any assigned day off, the Employer is under no further obligation to provide any alternative days off under this Agreement.~~

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

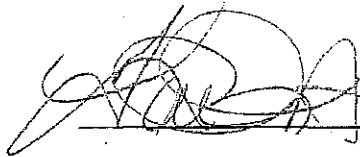
### FURLOUGH DAYS

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 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 38 Section Two of this Agreement, shall be credited to any employees.

**FOR THE STATE:**

 6-28-17

**FOR THE UNION:**

 6/28/17

**ARTICLE 37**  
**CONTRACTING OUT**

(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, ~~2011~~ 2021. Either party may negotiate for the inclusion of this portion or any modification thereof in any successor agreement.

**FOR THE STATE:**



6-28-17

**FOR THE UNION:**



6/28/17

**ARTICLE 40**  
**TRAVEL REIMBURSEMENTS**

During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast \$ 6.00

Lunch \$8.00

Dinner \$18.00

Miscellaneous \$ 5.00

The standard state travel regulations in force on January 1, ~~1990~~ 2017, shall be incorporated by reference, except as superseded herein. Effective July 1, 2019, the following rates shall apply:

Breakfast \$8.00

Lunch \$10.00

Dinner \$20.00

Miscellaneous \$ 5.00

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate. As U.S. General Services Administration adjusts this rate, the State will utilize the adjusted rate within thirty days of such adjustment.

**FOR THE STATE:**



**FOR THE UNION:**

 6/9/17

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

---

**I. Durational positions and Temporaries**

**(Offered to all OLR Bargaining Units)**

**Definitions:**

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

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

**Status:** A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

**Benefits:**

A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period.
- Upon becoming permanent, the same benefits as any other permanent employee

GP  
7/13/17

JBB  
7-11-17

## **II. Snow Days and Inclement Weather -- Offered to Non-Hazardous Duty OLR Units**

- **Essential Employees**
  - Definition-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
  - Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.
- **Vacation, PL and Sick Time Impact for Non-Essential Employees**
  - Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
  - Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
  - Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.
- **10 month Employees Choosing a 12 month Pay Plan - Shall be treated like any other 12 month employee for purposes of inclement weather closings.**

## **III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting -- (General Offer)**

Concept: Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be co-chaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.



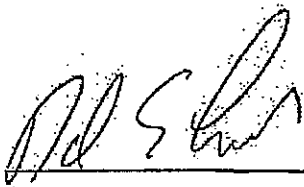
Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

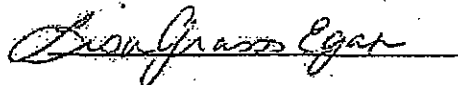
There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies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

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

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



Chief Negotiator, SEBAC



Undersecretary for Labor Relations