**AFSCME, AFL-CIO**

**LOCALS 1565, 391 and 387 OF COUNCIL #4**

**Full Tentative Agreements for Ratification**

**Article 6**

**Union Security**

**Section 1. 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 2. 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 within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any “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 agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.**

**Section 3. 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. The current process shall be provided to the Agency by the Union; however should this process change, the union shall provide the State with the updated written version of the process within ten (10) business days.**

**Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to 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 4. 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. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.**

**Section 5. 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 at Council 4 after the payroll period in which such deductions are made.**

**No payroll deduction of dues 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 6. 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 7. Quarterly Reports. The State shall furnish AFSCME Council 4, on a quarterly basis reports containing the following information sorted by facility:**

1. **New hires into Bargaining Unit, their classification, employee number, and address.**
2. **Re-employed workers into the Bargaining Unit, their classification, employee number, address, and date of hire.**
3. **Employees separated from the Bargaining Unit and date of separation.**
4. **General changes for Bargaining Unit employees.**
5. **A list of Bargaining Unit employees who did not pay dues in the preceding month.**

**Section 8. Correction of Errors. Should the Union believe that the Union dues of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-deducted by $1.00 for six (6) pay periods shall have $1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods)**

**Section 9*.* New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to AFSCME Council 4 and shall include the new bargaining unit member’s work location.**

**Section 10. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days’ notice of the time and location of such orientation. Management shall not be present during the Union’s orientation.**

**If the Employer chooses not to schedule its orientation within 30 days of an employee’s hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer’s operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.**

**ARTICLE 12 (Sec. 6 Step III.)**

**Section 6. Grievance Procedure: Steps**

**Step III. Undersecretary for Labor Relations or Designee.** An unresolved grievance may be appealed to the Undersecretary for Labor Relations within seven (7) days of the date that the Step II response is due. Said Undersecretary or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within fifteen (15) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

**Electronic/virtual Transmission of Grievance Appeals to Step III, Corresponding Grievance Answers, and Appeals to Arbitration. The parties agree to the following concerning grievance appeals and submissions to the Office of Labor Relations and to Arbitration:**

**The Union will transmit grievance forms, in PDF format, to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email. This is in lieu of the current practice of certified letter, postage pre-paid grievance submissions to the Office of Labor Relations.**

**The Office of Labor Relations shall send Step III conference notices and Step III answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union agrees to acknowledge receipt of such transmissions by responsive email. This is in lieu of the current practice of facsimile transmission of conference scheduling notices and USPS transmission of Step III answers.**

**The Union shall submit grievances that fall under Article 12, Section 9, to arbitration to the same dedicated email address in PDF format. Said transmissions shall be directed to the OLR staff person assigned the responsibility of scheduling arbitrations. The Office of Labor Relations shall acknowledge receipt of said arbitration appeals by responsive email. This is in lieu of the current practice as prescribed by contract of submission via certified mail, postage prepaid to the Undersecretary of Labor Relations.**

**Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations, shall not be negatively impacted by this Agreement.**

**The dedicated email addresses shall be communicated to each party and by reference shall be considered incorporated herein. The date the recipient of any electronic transmissions receives the transmission shall determine whether said submission was timely as required by the Contract. Nothing in this agreement shall be construed as modifying the contractual requirements regarding grievance submissions at Step I and II.**

**ARTICLE 7**

**Section 1. Access to Information.** The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. **The Union shall communicate in writing the reason for requesting the material needed.** The Union will not be charged for infrequent and/or reasonable copying expenses, however, the Union shall reimburse the State for the expense and time spent photo copying such information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**ARTICLE 8 Section 6**

**Section 6. Union Access to Training Classes.** The Employer shall provide the Union with one (l) hour per training class to address same on matters concerning the Union. **The parties shall endeavor to schedule the one (1) hour on a mutually agreed upon date and time; but absent any such agreement t**he one (1) hour shall take place at the start of the shift on the fourth (4th) Wednesday of each class. The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting

**Article 9**

**Working Test Period**

**Section 1. Working Test Period Defined.** The six (6) month Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during the Working Test Period shall be tantamount to a failure of the competitive exam. A working test period may, with the approval of the Commissioner of Administrative Services **or his/her designee**, be extended on an individual basis for a definite period not to exceed three (3) months **subject to the terms of the Department of Administrative Services General Letter #31 Working Test Period Extensions.**

# ARTICLE 11

**Proposal: Layoff (Article 11, Section 1)**

**Section 1. Layoff by Seniority.** In the event of a reduction of the workforce, employees shall be laid off by seniority with the least senior employee being laid off first. Layoff shall be by class and sub-title. In any class affected by a layoff, non-permanent employees in the affected class who are excluded from the bargaining unit in Article l, Recognition, shall be laid off prior to any bargaining unit employee. When the Employer decides to reduce the work force in a facility, Section 2, “Bumping,” of this article shall be invoked. When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible, but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

**Employees who are noticed of layoff under this section may continue working their normal assignment, at the discretion of management, and as such they will receive all the benefits of the CBA during said notice period. If management determines that an Employee notified of layoff will not continue working their normal assignment, the affected Employee(s) will continue to receive weekend differentials and shift differentials, as applicable, for said notice period.**

**Article 12**

**Grievance Procedure**

**Section 9. Arbitration.**

**A.** Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding suspensions of eleven (11) days or more, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

1. **Submission.** Submission shall be by **electronic/virtual transmission as provided in Section 6.**

 2) -7) *No Change*

**Section 10. Arbitration Rules.**

1. **Grievance Subjects.** Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:
2. dismissal of employees during the working test period;
3. reduction in force decision, except for order of layoff;
4. classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union’s right to negotiate on pay grades;
5. compliance with health and safety standards and COSHA;
6. appeal of rejection from admission to an examination;
7. any grievance processed in accordance with the procedures in effect at the time the grievance arose;
8. **disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact;**

**ARTICLE 14**

**HOURS OF WORK AND WORK SCHEDULES**

**Proposal: Swaps (Article 14, Section 7)**

**Section 7. SWAPS**

**A.-E.** *No Change*

**F.** Employees shall be allowed up to a maximum of **one-hundred twenty (120)** seventy-four (74) swaps per calendar year, but no more than twelve (12) in any calendar month.

Effective July 1, 2018, employees shall be allowed up to a maximum of ninety-six (96) swaps per calendar year, but no more than twelve (12) in any calendar month.

Effective July 1, 2019, employees shall be allowed up to a maximum of one-hundred twenty (120) swaps per calendar year, but no more than twelve (12) in any calendar month.

**Article 15, Section 11. New**

**Section 11. Overtime Restriction. When an employee is off of work due to a full day of sick, FMLA-self, or worker’s compensation usage the employee shall not be available for or offered overtime work during the twenty-four (24) hour period beginning with the start of the shift for which the employee was absent.**

**ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS**

**Section 1. Temporary Assignment to Higher Class.** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or **his/her** designee, **consistent with the terms of the Department of Administrative Services General Letter #29 Temporary Service in a Higher Class.**

**ARTICLE 21 (Sec. 4)**

**Section 4. Work on Holidays Other than Thanksgiving, Christmas.** Each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, or Washington’s Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day’s pay at straight time in addition to his/her regular week’s pay. On or about May 1st, prior to the beginning of each fiscal year, the Employer will provide a list on which an employee shall elect cash or time off for all such holidays. If an employee fails to make an election by June 1, she/he will receive cash for all such holidays. **Once an employee makes his/her election, it shall remain in effect each year annually thereafter, unless the employee specifically changes the election by submitting a completed Holiday Option Election Change Form to the DOC Payroll Unit on or before June 1, for the fiscal year that begins on July 1.**

**Article 25, Section 4**

**Section 4.** A second shift employee **who has a full day of** vacation and/or time off scheduled, shall not be required to work beyond the end of their normally scheduled shift the day before said scheduled vacation or time off.

ARTICLE 25 Section 3

**Section 3. Annual Vacation Selection**. Vacation sign-up books shall be provided at each facility for each shiftprior to January 1 of each year. Selection of all vacation leave shall be done via seniority for the subsequent calendar year. NP-4 Members shall be allowed to select their vacation time off on an individual day basis up to the amount of their annual vacation accrual as defined in Article 25, Section 1. **The annual vacation selection shall be completed, according to the established and agreed upon facility procedure by December first (1st) prior to the applicable vacation year.**

**Article 28, Section 1**

**Section 1. 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 **and any additional days of** military leave for **ordered** weekend drills **or training in lieu of 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.

**ARTICLE 36
GENERAL PROVISIONS**

**Section 2. Printing of Agreement.** **The Union shall be responsible for printing contract booklets** **for its personnel and Members.** The parties will share equally the cost of printing the Agreement in booklet form by a U.S. Union printer. Purchase of services to accomplish such printing will be accomplished by the Union. The **State shall publish an electronic** version of the Agreement is located on the State of Connecticut, Office of Policy and Management website **and shall also email said electronic version of the Agreement to all NP-4 Members who have an assigned State email address**.