

# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 3, 2019

SENATE CLERK'S OFFICE  
RECEIVED ON 5/3/19

Michael Jefferson  
Clerk of the Senate  
State Capitol  
Hartford, CT 06106

**SUBJ: An Interest Arbitration Award** between the **State of Connecticut and the Connecticut State Police Union**

Dear Mr. Jefferson:

In accordance with Section 5-278(b) of the Connecticut General Statutes, the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate, an Interest Arbitration Award between the State of Connecticut and the Connecticut State Police Union on behalf of their members. The award represents the conclusion of negotiations in the matter of a new contract effective July 1, 2018 through June 30, 2022.

Also enclosed is the Supersedence Appendix and the Office of Policy and Management's statement of the estimated costs necessary to implement the award.

Sincerely,

  
S. Fae Brown-Brewton  
Undersecretary for Labor Relations

Melissa McCaw Secretary, OPM  
Paul Potamianos, Budget  
Gregory Messner, Budget  
Carolyn Mercier, Comptrollers' Office  
Office of Fiscal Analysis  
Dan Livingston - AFT

Phone: (860) 418-6447 Fax: (860) 418-6491  
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STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

RECEIVED  
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OFFICE OF THE HOUSE CLERK  
FREDERICK J. JORTNER CLERK

May 3, 2019

Frederick Jortner  
Clerk of the House  
State Capitol  
Hartford, CT 06106

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Carolyn Mercier, Comptrollers' Office  
Office of Fiscal Analysis  
Dan Livingston - AFT



In the Matter of Arbitration Between:

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**THE STATE OF CONNECTICUT**

"Employer,"

- and -

**CONNECTICUT STATE POLICE UNION  
(NP-1 UNIT STATE POLICE)**

"Union."

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**INTEREST  
ARBITRATION  
AWARD**

Case No. 2019-SBA-3 NP-1

**Before  
James W. Mastriani  
Arbitrator**

Appearances:

**For the State of Connecticut:**

S. Fae Brown-Brewton, Undersecretary for Labor Relations  
and Megan Krom, Labor Relations Specialist  
Office of Labor Relations

**For the Union:**

Andrew N. Matthews, Esq.  
Executive Director  
Connecticut State Police Union

Richard D. Loccke, Esq.  
Labor Relations Consultant



The State of Connecticut [the "State" or "Employer"] and the Connecticut State Police Union [the "Union"] are parties to a collective bargaining agreement [the "Agreement"] effective July 1, 2015 through June 30, 2018. Thereafter, the parties conducted extensive direct negotiations. While a substantial number of proposals from both parties were resolved, an impasse was reached on certain issues causing the parties to jointly acknowledge the existence of an impasse. Binding interest arbitration was then invoked. Pursuant to the State Employees Relations Act (SERA), I was designated to serve as interest arbitrator on February 8, 2019.

Arbitration hearings were held on February 11, February 20, and March 6, 2019. At the hearings, the State and the Union argued orally, offered witness testimony and submitted substantial documentary evidence into the record. After conclusion of the evidentiary hearings, both parties filed post-hearing briefs on March 25, 2019 at which time the record was closed.

The items to be considered are those that remained after numerous issues were narrowed through resolution or withdrawn during the negotiations process. The parties are required by statute to submit a Last Best Offer on each of the proposals that remained as disputed issues. This interest arbitration proceeding was conducted pursuant to the following statutory framework.

Connecticut State Law, Section 5-276(e)(4) sets forth the framework consideration when rendering an award on the disputed issues. It states:

The arbitrator shall immediately and simultaneously distribute a copy thereof to each party. In making such award, the arbitrator shall select the more reasonable last best offer proposal on each of the disputed issues based on the factors in subdivision (5) of this subsection. The arbitrator (A) shall give a decision as to each disputed issue considered, (B) shall state with particularity the basis for such decision as to each disputed issue and the manner in which the factors enumerated in subdivision (5) of this subsection were considered in arriving at such decision, (C) shall confine the award to the issues submitted and shall not make observations or declarations of opinion which are not directly essential in reaching a determination, and (D) shall not affect the rights accorded to either party by law or by any collective bargaining agreement nor in any manner, either by drawing inferences or otherwise, modify, add to, subtract from or alter such provisions of law or agreement.

The statute provides factors that in the arbitrator's analysis, the arbitrator must state the basis for the selection of the more reasonable Last Best Offer proposal on each of the disputed issues, including the factors that were considered at arriving at the decision. The factors are set forth in Connecticut State Law, Section 5-276(e)(5). This section provides:

The factors to be considered by the arbitrator in arriving at a decision are: The history of negotiations between the parties including those leading to the instant proceeding; the existing conditions of employment of similar groups of employees; the wages, fringe benefits and working conditions prevailing in the labor market; the overall compensation paid to the employees involved in the arbitration proceedings, including direct wages compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization benefits, food and apparel furnished and all other benefits received by such employees; the ability of the employer to pay; changes in the cost of living; and the interests and welfare of the employees.

Based on the above statutory framework, each party submitted its Last Best Offer on each disputed issue. Each substantive issue proposed by each party will be set forth numerically beginning with the party who has proposed a change to the status quo followed by the other party's response to the proposed change. Where each party has made a substantive proposal to add to or revise a current contract article, each party's proposal for modification will be set forth under each enumerated issue. In order to provide context to the issues in dispute, I set forth the parties Last Best Offers as follows:

### **LAST BEST OFFERS**

#### **ISSUE #1 – Article 16, Section 2 Fitness for Duty and Light Duty**

The State seeks to modify the current contract language by deleting language that is stricken and adding language that is underlined:

**Section One. Fitness for Duty.** The parties intend that when a dispute over whether an employee is mentally or physically competent to perform his/her duties shall not be considered as a disciplinary issue, but, shall be resolved as a medical question through arbitration. The "arbitrator" shall be a neutral physician, mutually selected through the American Arbitration Association, specializing in the area of dispute, as for example, an orthopedic specialist or psychiatrist. By mutual agreement, the "arbitrator" may chair a tri-party arbitration panel with the other two panel members selected one by each party. Disputes arising under this provision shall be submitted directly to arbitration under this Section. Consistent with Article 20, this provision does not apply to Trooper Trainees.

#### **Section Two. Light Duty:**

(a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.

(b) In each year of this contract, a minimum of twenty-seven **(27) bargaining unit** positions or the numerical equivalent of three percent (3%) of the bargaining unit, whichever is greater, shall be designated as light duty positions.

(c) The Commissioner within one month after legislative approval of this contract shall designate the light duty positions for the remaining portion of the fiscal year. Thereafter, not later than one month prior to the beginning of each fiscal year of this contract the Commissioner shall designate the light duty positions for that fiscal year. The Department shall provide a list of said designated positions to the Union upon request. Except in unusual circumstances employees assigned to the light duty program or otherwise assigned to limited duty assignments shall not be assigned TDY or permanently to vacancies within any specialized unit.

(d) Nothing precludes the Commissioner from increasing the number of light duty positions at any time, at his/her sole discretion, should a special need of the Department exist.

(e) Sworn personnel applying for a light duty position shall do so through the Department's Employee Assistance Program. Placement in a light duty position shall be considered as an assignment to EAP.

(f) Eligibility for a light duty position shall be initially based on the following: (1) Certification by the treating physician attesting to the applicant's limitation of function or disability. The employee requesting a light duty assignment shall submit said certification to EAP and EAP shall match the limitations to a suitable light duty position consistent with the limitations. If no position can be matched to the limitations, the employee shall be notified. (2) The period of the limitation of function or disability must exceed ninety (90) days. (3) A designated light duty position exists that the individual is capable of performing.

(g) The Department retains the specific right to question the physical or mental condition of any individual applying for, remaining on, or returning from a light duty position. Disputes arising out of this sub-section shall be resolved in the manner described in Section One of this Article.

(h) Sworn personnel designated by the parties in a Side Letter to the Agreement shall be given first preference to a light duty position before any other applicants are considered subject to all the provisions of this Section.

(i) For the sole purpose of this Section, incidents of hypertension and heart attacks shall be considered as occurring on-duty.

(j) On-duty incidents in all instances have priority over off-duty incidents in applying for and/or remaining on a light duty position.

(k) Limitation of function or disability resulting from **ana non work-related** off-duty incident will not be considered for a light duty position unless a

designated position exists or a special need exists as determined by and at the discretion of the Commissioner. Light duty assignments under this subsection shall not exceed five (5) years in duration or when said employee becomes eligible for disability retirement or regular retirement, whichever occurs first. Employees applying for disability retirement retain all Issue 24 rights under the 1989 Pension Arbitration Award.

(l) In addition to the other sub-sections herein when there are more applicants for light duty positions than designated positions, seniority as sworn personnel shall determine the order of placement and removal.

(m) Sworn personnel in a light duty position must take their regular retirement when eligible, or, at their option, disability retirement, if there is another person not eligible for regular retirement in need of a light duty position and no such designated position exists and if no special need has been determined to exist by the Commissioner.

(n) Regular retirement as used in subsections (k) and (m) above shall mean twenty (20) or twenty-five (25) years of service as more specifically defined in the retirement agreement between the parties and in the applicable statutes.

(o) Employees in designated light duty positions shall be eligible for overtime as such may occur only within their individual light duty position.

The Union's Last Best Offer is to maintain the status quo as set forth in the current contract language.

#### **ISSUE #2 – Article 17, Section 1 Hours of Work, Work Schedule and Overtime**

The Union's Last Best Offer is to modify the language in Article 17, Section 1(a) - Basic Work Week through proposals to amend existing language that is stricken:

The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and thirty (30) minutes from duty station to home. Field Personnel shall continue to work the so-called 5-3 schedule.

Certain groups of employees not traditionally subject to a rotating work schedule, including but not limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour ~~un~~paid lunch period shall ~~not~~ be counted as time worked. During said meal period Troopers must be available to be contacted and dispatched. Troopers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

The State's Last Best Offer is to maintain the status quo as set forth in the current contract language.

**ISSUE #3 (3A, 3B, 3C, 3D) – Article 19, Section 1  
General Wage Increases**

Both parties have submitted Last Best Offers on General Wage Increases for each new contract year. The Union's Last Best Offers are as follows:

- 3(A) Retroactive general wage increase for 2018-2019.** Two and a half percent (2.5%) general wage increase (retroactive) for the 2018-2019 contract year.
- 3(B) General wage increase for 2019-2020.** Two and a half percent (2.5%) general wage increase for the 2019-2020 contract year.
- 3(C) General wage increase for 2020-2021.** Two and a one-quarter percent (2.25%) general wage increase for the 2020-2021 contract year.
- 3(D) General wage increase for 2021-2022.** Two and one-quarter percent (2.25%) general wage increase for the 2021-2022 contract year.

The State's Last Best Offers are as follows:

- 3(A) **General wage increase for 2018-2019.** Effective with the pay period that includes July 1, 2018, all employees shall receive a zero percent (0%) general wage increase. There will be no payment of any retroactive salary for contract year 2018-2019.
- 3(B) **General wage increase for 2019-2020.** Effective with the pay period that includes July 1, 2019, all employees shall receive a two percent (2%) general wage increase.
- 3(C) **General wage increase for 2020-2021.** Effective with the pay period that includes July 1, 2020, all employees shall receive a two percent (2%) general wage increase.
- 3(D) **General wage increase for 2021-2022.** Effective with the pay period that includes July 1, 2021, all employees shall receive a two percent (2%) general wage increase.

**ISSUE #3 (3E, 3F, 3G, 3H) - Article 19, Section 1  
Annual Increments**

Each party submits Last Best Offers concerning the receipt of annual increments for each contract year. They are set forth below.

**State of Connecticut**

- 3(E) Effective with the pay period that includes July 1, 2018, all employees shall receive no annual increment. There will be no retroactive annual increment for contract year 2018-2019 and all employees shall remain on the same step as the previous year.
- 3(F) Effective with the pay period that includes July 1, 2019, all employees shall receive no annual increment. There will be no annual increment for contract year 2019-2020 and all employees shall remain on the same step as the previous year.
- 3(G) Effective with the pay period that includes July 1, 2020, all employees shall receive an annual increment on time in accordance with existing practice.

- 3(H) Effective with the pay period that includes July 1, 2021, all employees shall receive an annual increment on time in accordance with existing practice.

The Union has proposed:

- 3(E) **Retroactive Annual increments for 2018-2019.** In contract year 2018-2019, employees shall receive annual increments (retroactive) on time in accordance with past practice.
- 3(F) **Annual increments for 2019-2020.** In contract year 2019-2020, employees shall receive annual increments on time in accordance with past practice.
- 3(G) **Annual increments for 2020-2021.** In contract year 2020-2021, employees shall receive annual increments on time in accordance with past practice.
- 3(H) **Annual increments for 2021-2022.** In contract year 2021-2022, employees shall receive annual increments on time in accordance with past practice.

#### **ISSUE #4 – Article 19, Section 4 Longevity**

The State proposes to eliminate the Longevity Payments benefit set forth in Article 19, Section 4. The language that it seeks to eliminate is that which is stricken:

~~Section Four. The longevity schedule based on the pay plan effective June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is contained in Appendix B herein. No employee first hired on or after July 1, 2015 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.~~

The Union seeks to maintain the current longevity benefit set forth in Section Four with limited modifications that conform to its proposal in Issue #12:

**Section Four.** The longevity schedule based on the pay plan effective ~~June 30, 1977~~ June 30, 2018 shall remain unchanged in dollar amounts increase (See Issue #12) during the life of this Agreement, and is contained in Appendix B herein. No employee first hired on or after July 1, 2015 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

#### **ISSUE #5 – Article 19, Section 9 Hazardous Duty Stipend**

The State and Union each submit Last Best Offers that would modify the existing Hazardous Duty stipend that appears in Article 19, Section 9. The Union proposes to amend Section 9 by deleting language it has stricken and by adding language that is underlined:

A monthly stipend of \$100.00 shall be paid to all bargaining unit members employees assigned to and performing the duties of a sworn State Trooper. ~~the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad) and motorcycle (May 1 to October 31 only).~~

The State proposes to modify Section 9 by adding language underlined below:

A monthly stipend of \$100.00 shall be paid to employees assigned to and performing the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad), all major crime units and motorcycle (May 1 to October 31 only).

**ISSUE #6 - Appendix A – Pay Plan  
Years of Service**

The Union proposes to add a new provision that would change any existing references of pay plan increments to years of service for all NP-1 members in all sections of the contract that reference pay plan increments and by proposing the addition of the following language:

As of June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.

The State's Last Best Offer is to maintain the status quo of existing references to increments in all sections of the contract that reference pay plan increments.

**ISSUE #7 – Article 20, Section 1  
Trooper Trainees**

The State seeks to amend the current contract language concerning Trooper Trainees that appears in Article 20, Section 1(e). The amendment would add the language that appears below as underlined:

- (e) The language of the following Articles of this contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 - Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 – Supersedence - Article 44

Overpayments. Thereafter the entire Contract is applicable. Notwithstanding the foregoing, the just cause standard is not applicable to a trainee prior to completing the working test period. During the working test period, it is understood and agreed that the State Labor Board's Decision Number 1729 sets forth the appropriate standard of review. The Employer must act in good faith and make a sincere attempt to review the justice of its decision to drop a trainee during the working test period.

The Union's Last Best Offer would maintain the status quo to the existing current language.

**ISSUE #8 – Article 22, Section 1  
Group Health Insurance**

The State's Last Best Offer is to delete language that now appears in Sections 1 and 2 and to add a new Section 1 as underlined below:

Section One. The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject.

The Union's Last Best Offer would maintain the status quo to the existing current language.

**ISSUE #9 – Article 33, Section 12  
Equipment Stipend**

The State proposes to amend language that appears at Article 33, Section 12 concerning the Equipment Stipend. The amended language is as set forth below with deletions as stricken and added language that is underlined:

**Section Twelve: Equipment Stipend. Effective upon Legislative approval, Effective July 1, 2015,** all employees shall receive an annual stipend of one- hundred and twenty-five dollars (\$125.00) for safety shoes and Equipment. Said stipend shall be paid on or about October 1st of each year.

The Union's Last Best Offer would maintain the status quo to the existing language.

**ISSUE #10 – Article 41  
Bargaining Unit Work**

The State's Last Best Offer is to delete current contract language in article 41 as shown below by strikethroughs:

**~~BARGAINING UNIT WORK~~**

~~Non-bargaining unit employees shall not perform bargaining unit work so as to terminate or replace bargaining unit employees or positions, except for temporary unforeseen emergencies.~~

The Union's Last Best Offer would maintain the status quo to the existing current language.

**ISSUE #11 – Article 41, Section 2 [NEW]  
Bargaining Unit Work**

The Union proposes to add a new Article 41, Section 2 concerning bargaining unit work. Its proposal would add the following underlined language:

Article 41, Section 2 (NEW). No Contracting Out. No person outside the bargaining unit shall do bargaining unit work where such work could lead to the elimination of a bargaining unit position or erosion of the normal hours or overtime hours of work.

The State's Last Best Offer is to reject awarding the Union's new proposed language.

**ISSUE #12 – Article 19, Section 4  
Longevity**

The Union's Last Best Offer is to keep the State Police Longevity Schedule in the Agreement and then to increase the amounts stated in the current longevity payment scale. Its proposal to amend the current scale is as follows:

Appendix B. (Amended) **Longevity.** Shall be amended as follows: The uncapped longevity methodology shall apply. Listed payments to be made semi-annually in April and October.

10 - 15 Years of Service -	\$400.00
15 - 20 Years of Service -	\$800.00
20 - 25 Years of Service -	\$1,200.00
25 + Years of Service -	\$1,600.00

The State's Last Best Offer would eliminate the longevity payment benefit and delete the longevity schedule in its entirety from the contract. Its proposal is reflected in the addition of the underlined language and the deletion of the existing longevity schedule as reflected in the strikethroughs:

Effective upon legislative approval, the current contract language will be deleted from the contract and the bargaining unit members will no longer receive longevity.

**STATE POLICE LONGEVITY SCHEDULE**

	<b>10 YEARS</b>	<b>15 YEARS</b>	<b>20 YEARS</b>	<b>25 YEARS</b>
<b>Trooper</b>	403.25	206.50	309.75	413.00
<b>Trooper First Class</b>	409.00	218.00	327.00	436.00
<b>Sergeant</b>	414.75	229.50	344.25	459.00
<b>Master Sergeant</b>	431.25	262.50	393.75	525.00

Both parties have met their statutory responsibilities to provide substantial evidence in support of their aforementioned Last Best Offers. All such evidence has been reviewed and considered. Because the analysis required to select either of the party's Last Best Offers cannot summarize all of the voluminous evidence the parties have offered in support of their respective positions, I will mainly address the evidence that best serves to provide the analytic framework for each Last Best Offer selection.

The exhibits introduced into evidence have been received as joint exhibits and are set forth as follows:

<b>Exhibit No.</b>	<b>Description</b>
1	2004-2007 NP-1 CBA
2	2007-2010 NP-1 CBA
3	2010-2012 NP-1 CBA Extension
4	2013 NP-1 Interest Arbitration Award – Weisblatt
5	2012-2015 NP-1 CBA
6	2015-2018 NP-1 CBA
7	Letter of Impasse
8	SBMA Case No.
9	Letter to Arbitrator

10	Press Release SEBAC deal 6/6/2017
11	SEBAC Agreement 2017 Framework Document
12	July 21, 2017 Submission Letters regarding SEBAC 17
13	June 25, 2017 Signed SEBAC deal
14	CavMac Actuary report regarding SEBAC 2017
15	Master Sgt Job Spec
16	Sgt Job Spec
17	Trooper Job Spec
18	Trooper First Class Job Spec
19	Trooper Trainee Job Spec
20	State Collective Bargaining Act - Statute SERA
21	Roster of NP-1 Bargaining Unit Members
22	Step Placement & Salary Acct of all Troopers
23	NP-1 Total Bargaining Unit Compensation Year 2018
24	History of Statewide Pay increases
25	Full time Employee Workforce Breakdown 2018
26	CPI Data - BLS
27	TA's Reached by the Parties so far
28	Index of Manual, various specialties
29	Dept Org Charts
30	Bargaining Unit Roster
31	CT Supreme Court Decision regarding staffing
32	Rowland Executive Order 28
33	Executive Order Gov NY jurisdiction
34	29-5 CGS Resident Trooper Issue
35	Sample Contract used in Towns for Resident Troopers
36	Prior Outline of Costs to Municipalities
37	2015 Report to CGA Public Safety
38	Poster "Office is Waiting
39	January 28, 1992 Cars Publication
40	Emergency Services Report 2012
41	Federal Statute regarding Federal Law Enforcement pay, cost of living
42	Legislative history on above federal statute
43	CPI data -2018
44	News release Fed BLS
45	CT Annual Budget (18/19)
46	DESPP Report Budget Summary (14/15)
47	18/19 Budget Summary
48	News Release Lembo (2019)
49	PA State Police Contract 2017-2020
50	NY State Police Contract Expires 2018
51	NY State Police Contract 2018-2023) Wage Sheet Included
52	Port Authority PBA Memo (11/18)

53	Delaware State Police Contract 2018-20121
54	RI State Police memo (Pending Signature 2017-2020)
55	MA State Police Contract (6/2015)
56	NP-9 CBA 2011-2016
57	NP-9 Settlement
58	NP-9 CBA 2016-2021
59	1979-81 NP-1 CBA
60	1981-1984 NP-1 CBA
61	1984-1987 NP-1 CBA
62	1987-1990 NP-1 CBA
63	1990-1993 NP-1 CBA
63A	1993-1995 NP-1 CBA Extension
64	1995-1999 NP-1 CBA
65	1999-2004 NP-1 CBA
66	Full-time Workforce for State Bargaining Units 2007-2018
67	History of Salary Adjustments to State Employees 1943-1998
68	Ability to Pay Documents NP-1 January 20, 2019
69	
70	OLR Bill Analysis SHB6841
71	CBA Commonwealth of Pennsylvania and Pennsylvania State Troopers 2017-220
72	Capitol Watch Article on State Budget Surplus 02/25/19
73	Chart NP-9 Lieutenant – Top Step
74	Chart NP-9 Captain – Top Step
75	Press Release Office of Governor February 11, 2019
76	Article Connecticut Mirror February 19, 2019

I have also received into evidence the many tentative agreements the parties have reached prior to and during this interest arbitration proceeding. They appear as Exhibit A and the full terms of the tentative agreements have been incorporated into the Award. For identification purposes, they have been enumerated as follows:

#### Tentative Agreements

1. Article 6 – Union Security and Payroll Deductions
2. Article 7 – Union Rights

3. Article 9 – Personnel Files
4. Article 11 – Working Test Period
5. Article 12 – Seniority
6. Article 13 – Order of Layoff for Reemployment
7. Article 14 – Grievance Procedure
8. Article 15 – Discipline
9. Article 16 – Fitness for Duty and Light Duty
10. Article 17 – Hours of Work, Work Schedules and Overtime
11. Article 19 – General Wages
12. Article 20 – Trooper Trainees
13. Article 21 – Workers' Compensation
14. Article 23 – Pregnancy, Maternal, Paternal, and Family Leave
15. Article 24 – Bid Shift
16. Article 25 – Labor Management Committee
17. Article 27 – Safety and Related Working Conditions
18. Article 28 – Vacations
19. Article 32 – Sick Leave, Personal Leave, or Other Paid or Unpaid Leave of Absences
20. Article 33 – Miscellaneous
21. Article 34 – Legislative Action
22. Article 37 – Duration of Agreement.
23. Article 45 – Working Conditions – Uniform Committee (New)
24. Appendix C – Family and Medical Leave from Employment (Regulations Referenced in Article 2, Section Three).

25. Memorandum of Understanding #10 – Regarding Special Duty Overtime
26. Maintenance of Funds, Stipends, Etc.
27. Memorandum of Understanding #15 – Special Duty Overtime Pilot Project (Delete from Contract)
28. Memorandum of Understanding #16 – Pay Plan Adjustment (Delete from Contract)
29. New Side Letter – Uniform Pilot Program

### BACKGROUND

The bargaining unit in this proceeding is the NP-1 Unit. As of January 1, 2019, bargaining unit personnel totaled 881, including 745 Troopers, 125 Sergeants and 11 Master Sergeants. The current staffing levels have substantially diminished from the levels of three years prior. At that time, the staffing levels for the above positions and ranks in this NP-1 unit totaled 1,075, and included 889 Troopers, 171 Sergeants and 15 Master Sergeants. All employees in the NP-1 Unit work within the Department of Emergency Services and Public Protection (DESPP). The source of most of the Department's funding is through the State's general fund. The State and Union are operating under the terms of a collective bargaining agreement that expired on June 30, 2018.

The evidentiary record in this proceeding is extensive. The majority of the remaining impasse issues are economic in nature and implicate the State's lawful budgetary limitations, its current fiscal and economic constraints, wage comparisons between NP-1 Unit personnel and employees in other State

bargaining units, wage comparisons between the NP-1 Unit and State Trooper units in various other State jurisdictions, the history of negotiations for the NP-1 Unit and SEBAC and the duties and responsibilities of a Connecticut State Trooper and the unique nature of their work. On this latter point, testimony and documentation was offered on the expansive nature of the jurisdictional authority of the Connecticut State Police, the inherent dangers in the work performed, the productivity of the Department and the level of public service that State Troopers provide towards furthering of the interests, welfare and safety of the public. The evidence on all of these relevant subject matters provide a broad context for the record evidence relating to each individual impasse issue.

The State submits that the issues must be evaluated within the economic challenges that it faces. Among these challenges include a long-term obligation of \$80 billion, limited budget reserves and a large operating fund deficit. In addition, the State points out that its ability to pay is constrained by a constitutional spending cap that limits the annual growth of its budget based on the higher of personal income growth or the growth of inflation, both of which the State asserts are comparatively low when viewed in historical terms. The State points out that the spending cap includes its General Fund which compensates NP-1 members and that items that are exempted from the spending cap have no relationship to the salary and other economic issues involved in this impasse proceeding. The overall ability to pay submission of the State was comprehensively set forth in a State exhibit that included credit rating

downgrades, tax burden statistics and comparisons, its long-term obligations, unfunded liabilities and general socio-economic data and economic trends.

In addition to the aforementioned constraints, the State points to its current economic situation that it contends weighs against funding the costs of the NP-1 proposals. In particular, the State observes that each State resident bears the burden of a \$4,512 per capita tax which ranks as the second largest portion of a resident's income to taxes second only to New York. In addition, it submits that its debt burden of \$9,865 for each State resident is the second highest of all of the states, causing \$0.14 of every dollar the State received in 2018 to go towards servicing existing debt. With respect to the State's expenditures, it submits that 15.6% of its budget is spent on employee wages and benefits; a figure well above the national average of 12.5%. The State also refers to its biannual budget which required it to address shortfalls of \$2.3 billion in FY 2018 and \$2.8 billion in FY 2019. The State observes that the initial year of a new contract has almost ended and the wage freeze that it has proposed will not cause adverse impact on bargaining unit employees. The State asserts that the NP-1 Unit must engage in sacrifice similar to that made by fellow State employees and those in other bargaining units as reflected in exhibits tracking their terms. The State seeks recognition that it has proposed modest but reasonable salary increases following after the wage freeze it has proposed for contract year July 1, 2018 through June 30, 2019.

The State also cites comparative data and negotiations history as weighing against the salary increases sought by the Union. The State submits that the NP-1 bargaining unit has fared well in comparison with employees who fall within the State's other bargaining units. Citing to exhibits in evidence, the State points out that in FY 2012, 39 bargaining units did not receive a wage increase due to 2011 SEBAC concessions agreement while the NP-1 unit received a general wage increase of 2.5% with annual increment increases. Similarly, the State takes note of the 2017 SEBAC concessions agreement that included three years of hard wage freezes to 34 bargaining units to assist the State, a sacrifice that was necessary to help close a large budget deficit that was not shared by the NP-1 Unit.

The Union submits that its Last Best Offer proposals are responsive to the State's financial health and, despite State arguments to the contrary, the NP-1 unit has shared in cost saving measures. It notes that despite the increase in demands for service under dangerous conditions, the NP-1 unit has suffered substantial attritional losses over the past few years that have yielded substantial cost savings to the State and increased productivity from a smaller workforce. With respect to base pay cost savings, the Union submits that there has been a reduction in employee census since the beginning of the last labor agreement from 1,075 Troopers to 881, a reduction of 194 employees allowing for a cost savings in base pay alone of \$18,984,059. The Union notes that when fringe benefit costs are added to this figure, the total cost savings to the State yield an

annualized savings amount of \$36,069,712. Citing charts in evidence, the Union notes that one percentage point of a wage increase is \$740,661.

The Union submits that the record supports a finding that the State can fund all of its Last Best Offer proposals on all economic issues. Among the evidence offered by the NP-1 Unit on finances is the Connecticut State Budget that has allocated funds for wage increases. In 2018-2019, increased revenue from higher fees charged in the Resident Trooper program, improved fiscal news and trends, including higher employment and wage data generally and a substantial year end balance and surplus for FY 2019. The Union observes that State Police Lieutenants and Captains received three 2% lump sum payments in 2016, 2017, 2018, 2019, and 2020, a \$2,000 lump sum payment in 2018, two 3.5% CBI's in 2019 and 2020, along with annual step movements. While recognizing the differences in the years of contract duration, the Union sees its Last Best Offers on wages as reasonable when viewed in their totality over all of the contract years at issue. Further, the Union cites to CPI data showing trends towards annual 3.0% increases in the cost of living.

The Union submits that the State Troopers operate in a jurisdiction that is unique and one that reflects a financial bargain for the taxpayers of Connecticut. Much record evidence was devoted to this contention. The Union points to the fact that the State of Connecticut is only one of two states without a county level government structure and that the Department provides direct law enforcement

services to a majority of the State's municipalities. The combination of these two factors is said to be strong evidence that state law enforcement services are provided to the public on a very cost-effective basis, especially given the more recent reduction in staffing levels. Citing the testimony of retired Trooper Matthews, a member of the Elite State Crimes Unit, Connecticut State Troopers are rarely "off duty," they are assigned emergency vehicles for general use whether on duty or not and are required to be on call and ready to mobilize anywhere within the State within a two hour time period. Mr. Matthews also provided evidence on Trooper injuries and loss of life during the performance of their official duties.

Based on this general overview, I next turn to the individual items in dispute which are subject to the Last Best Offers made by the State and the Union and the arbitrator's selection of the more reasonable Last Best Offer on each issue.

## **DISCUSSION AND ANALYSIS**

### **ISSUE #1**

[Article 16, Section 2 - Fitness for Duty and Light Duty]

#### **STATE'S LAST BEST OFFER**

**Section One. Fitness for Duty.** The parties intend that when a dispute over whether an employee is mentally or physically competent to perform his/her duties shall not be considered as a disciplinary issue, but, shall be resolved as a medical question through arbitration. The "arbitrator" shall be a neutral physician, mutually selected through the American Arbitration Association, specializing in the area of dispute, as for example, an orthopedic specialist or psychiatrist. By mutual agreement, the "arbitrator"

may chair a tri-party arbitration panel with the other two panel members selected one by each party. Disputes arising under this provision shall be submitted directly to arbitration under this Section. Consistent with Article 20, this provision does not apply to Trooper Trainees.

## **Section Two. Light Duty.**

- (a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.
- (b) In each year of this contract, a minimum of twenty-seven (27) bargaining unit positions or the numerical equivalent of three percent (3%) of the bargaining unit, whichever is greater, shall be designated as light duty positions.
- (c) The Commissioner within one month after legislative approval of this contract shall designate the light duty positions for the remaining portion of the fiscal year. Thereafter, not later than one month prior to the beginning of each fiscal year of this contract the Commissioner shall designate the light duty positions for that fiscal year. The Department shall provide a list of said designated positions to the Union upon request. Except in unusual circumstances employees assigned to the light duty program or otherwise assigned to limited duty assignments shall not be assigned TDY or permanently to vacancies within any specialized unit.
- (d) Nothing precludes the Commissioner from increasing the number of light duty positions at any time, at his/her sole discretion, should a special need of the Department exist.
- (e) Sworn personnel applying for a light duty position shall do so through the Department's Employee Assistance Program. Placement in a light duty position shall be considered as an assignment to EAP.
- (f) Eligibility for a light duty position shall be initially based on the following: (1) Certification by the treating physician attesting to the applicant's limitation of function or disability. The employee requesting a light duty assignment shall submit said certification to EAP and EAP shall match the limitations to a suitable light duty position consistent with the limitations. If no position can be matched to the limitations, the employee shall be notified. (2) The period of the limitation of function or disability must exceed ninety (90) days. (3) A designated light duty position exists that the individual is capable of performing.
- (g) The Department retains the specific right to question the physical or mental condition of any individual applying for, remaining on, or

returning from a light duty position. Disputes arising out of this sub-section shall be resolved in the manner described in Section One of this Article.

- (h) Sworn personnel designated by the parties in a Side Letter to the Agreement shall be given first preference to a light duty position before any other applicants are considered subject to all the provisions of this Section.
- (i) For the sole purpose of this Section, incidents of hypertension and heart attacks shall be considered as occurring on-duty.
- (j) On-duty incidents in all instances have priority over off-duty incidents in applying for and/or remaining on a light duty position.
- (k) Limitation of function or disability resulting from ~~any~~ non work-related off-duty incident will not be considered for a light duty position unless a designated position exists or a special need exists as determined by and at the discretion of the Commissioner. Light duty assignments under this subsection shall not exceed five (5) years in duration or when said employee becomes eligible for disability retirement or regular retirement, whichever occurs first. Employees applying for disability retirement retain all Issue 24 rights under the 1989 Pension Arbitration Award.
- (l) In addition to the other sub-sections herein when there are more applicants for light duty positions than designated positions, seniority as sworn personnel shall determine the order of placement and removal.
- (m) Sworn personnel in a light duty position must take their regular retirement when eligible, or, at their option, disability retirement, if there is another person not eligible for regular retirement in need of a light duty position and no such designated position exists and if no special need has been determined to exist by the Commissioner.
- (n) Regular retirement as used in subsections (k) and (m) above shall mean twenty (20) or twenty-five (25) years of service as more specifically defined in the retirement agreement between the parties and in the applicable statutes.
- (o) Employees in designated light duty positions shall be eligible for overtime as such may occur only within their individual light duty position.

*Clarify the reference to bargaining unit positions, and limit the duration of light-duty assignment for those who are not injured in the line of duty*

## **UNION'S LAST BEST OFFER**

Status quo ante.

**Discussion:** Initially, the State notes that it is simply proposing a clarification that the twenty-seven (27) positions, or 3% of the positions, fall within the NP-1 bargaining unit. The State also proposes to limit the time that a person, who is injured off duty, could remain on the payroll in a light-duty capacity. It raises the hypothetical that the current language would allow an employee to graduate from the police academy and if the employee then becomes permanently disabled by participating in a non-work related activity the State would have to carry that employee in a light duty capacity for up to twenty-five (25) years. The State seeks recognition of the difference between an employee injured in the line of duty from one who might engage in a hazardous recreational activity and seeks to emphasize the former category of those injured in the line of duty. The State proposes that light duty assignments for non-work related off duty incidents not exceed five years in duration or when the employee becomes eligible for disability retirement or regular retirement, whichever comes first. The State points to Issue #24 of a 1989 Pension Arbitration Award and notes that its proposal is reasonable because it would allow an employee applying for disability retirement to retain all Issue #24 rights under that Award. The State's last proposed change is to subsection (n) and is asserted to simply be a housekeeping proposal reflecting the change in the pension agreement which provided that employees hired after 2011 would achieve full retirement benefits after twenty-five (25) years of service.

The Union responds that its proposal for the status quo should be awarded. The Union asserts that the longstanding practice in light of duty assignments should continue because it has been an essential part of the ability to maintain proper staffing levels, that it avoids the hiring of additional staff and the payment of overtime to accomplish certain important assignments as well as allowing Troopers the necessary time to recover from a non-work related off duty incident while continuing to be a productive member of the Agency. The Union fears that the State's proposal to include "non-work-related" language and limit light duty assignments to five (5) years could negatively impact on Troopers who suffer from PTSI or other non-physical injuries that are not covered by existing worker's compensation coverage.

After full consideration of the parties' positions and the statutory factors, I find merit in the State's position that the existing provision has a substantial potential to reduce the number of Troopers who are able to perform the full duties of law enforcement work. This is especially significant given the reduction in the number of NP-1 staff personnel that has resulted, as the Union argues, in the intensification of the work left to be performed by the staff that remains. I find that the awarding of the State's Last Best Offer on this issue would promote the interests and welfare of the employees, especially during the current period of time that the bargaining unit has experienced staff reductions and also increase

the level of productivity for those Troopers required to respond to calls for service.

### ISSUE #1 AWARD

The State's Last Best Offer to clarify the reference to bargaining unit positions and to limit the duration of light-duty assignments for those who are not injured in the line of duty is awarded as follows:

**Section One. Fitness for Duty.** The parties intend that when a dispute over whether an employee is mentally or physically competent to perform his/her duties shall not be considered as a disciplinary issue, but, shall be resolved as a medical question through arbitration. The "arbitrator" shall be a neutral physician, mutually selected through the American Arbitration Association, specializing in the area of dispute, as for example, an orthopedic specialist or psychiatrist. By mutual agreement, the "arbitrator" may chair a tri-party arbitration panel with the other two panel members selected one by each party. Disputes arising under this provision shall be submitted directly to arbitration under this Section. Consistent with Article 20, this provision does not apply to Trooper Trainees.

### **Section Two. Light Duty.**

- (a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.
- (b) In each year of this contract, a minimum of twenty-seven (27) bargaining unit positions or the numerical equivalent of three percent (3%) of the bargaining unit, whichever is greater, shall be designated as light duty positions.
- (c) The Commissioner within one month after legislative approval of this contract shall designate the light duty positions for the remaining portion of the fiscal year. Thereafter, not later than one month prior to the beginning of each fiscal year of this contract the Commissioner shall designate the light duty positions for that fiscal year. The Department shall provide a list of said designated positions to the Union upon request. Except in unusual circumstances employees assigned to the light duty program or otherwise assigned to limited duty assignments shall not be

assigned TDY or permanently to vacancies within any specialized unit.

- (d) Nothing precludes the Commissioner from increasing the number of light duty positions at any time, at his/her sole discretion, should a special need of the Department exist.
- (e) Sworn personnel applying for a light duty position shall do so through the Department's Employee Assistance Program. Placement in a light duty position shall be considered as an assignment to EAP.
- (f) Eligibility for a light duty position shall be initially based on the following: (1) Certification by the treating physician attesting to the applicant's limitation of function or disability. The employee requesting a light duty assignment shall submit said certification to EAP and EAP shall match the limitations to a suitable light duty position consistent with the limitations. If no position can be matched to the limitations, the employee shall be notified. (2) The period of the limitation of function or disability must exceed ninety (90) days. (3) A designated light duty position exists that the individual is capable of performing.
- (g) The Department retains the specific right to question the physical or mental condition of any individual applying for, remaining on, or returning from a light duty position. Disputes arising out of this sub-section shall be resolved in the manner described in Section One of this Article.
- (h) Sworn personnel designated by the parties in a Side Letter to the Agreement shall be given first preference to a light duty position before any other applicants are considered subject to all the provisions of this Section.
- (i) For the sole purpose of this Section, incidents of hypertension and heart attacks shall be considered as occurring on-duty.
- (j) On-duty incidents in all instances have priority over off-duty incidents in applying for and/or remaining on a light duty position.
- (k) Limitation of function or disability resulting from **ana non work-related** off-duty incident will not be considered for a light duty position unless a designated position exists or a special need exists as determined by and at the discretion of the Commissioner. **Light duty assignments under this subsection shall not exceed five (5) years in duration or when said employee becomes eligible for disability retirement or regular retirement, whichever occurs first. Employees applying for disability retirement retain all Issue 24 rights under the 1989 Pension Arbitration Award.**

- (l) In addition to the other sub-sections herein when there are more applicants for light duty positions than designated positions, seniority as sworn personnel shall determine the order of placement and removal.
- (m) Sworn personnel in a light duty position must take their regular retirement when eligible, or, at their option, disability retirement, if there is another person not eligible for regular retirement in need of a light duty position and no such designated position exists and if no special need has been determined to exist by the Commissioner.
- (n) Regular retirement as used in subsections (k) and (m) above shall mean twenty (20) or twenty-five (25) years of service as more specifically defined in the retirement agreement between the parties and in the applicable statutes.
- (o) Employees in designated light duty positions shall be eligible for overtime as such may occur only within their individual light duty position.

## ISSUE #2

[Article 17, Section 1 - Hours of Work, Work Schedule and Overtime]

### UNION'S LAST BEST OFFER

The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and thirty (30) minutes from duty station to home. Field Personnel shall continue to work the so-called 5-3 schedule. Certain groups of employees not traditionally subject to a rotating work schedule, including but not limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour ~~unpaid~~ lunch period shall ~~not~~ be counted as time worked. During said meal period Troopers must be available to be contacted and dispatched. Troopers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

*To change the unpaid meal period to a paid meal period.*

## STATE'S LAST BEST OFFER

Status quo ante.

**Discussion:** The Union's Last Best Offer would modify the current language and convert the existing one-half hour unpaid lunch period that is currently not counted as time worked into a paid lunch period that would be counted as time worked. The submission of the Union in support of its Last Best Offer is multi-faceted. It cites the many work requirements that are mandated during meal periods and numerous sections of the Federal Code, Connecticut General Statutes and judicial precedent, suggesting or directing that payment for meal periods such as this are required by law. The Union also submits that because Troopers are not completely relieved from duty and their time and attention during the lunch period is devoted primarily to performing or being able to perform official responsibilities they must, as a matter of law, be paid for the meal period. The Union notes that Article 7, Section One states that "Troopers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched" the one-half hour must be compensated as time worked. This, the Union asserts, is not only required by law, but it is reasonable and justified because during the meal period Troopers are, among other things, required to have a radio with them, carry their firearms, monitor radios and MDT's and their cell phones and they are subject to and respond to calls and cannot leave their work locations.

The State urges rejection of the Union's last best offer and seeks to keep the status quo. It notes that the contract language the Union seeks to modify has existed for more than thirty (30) years and that the Union has not met its burden to now modify the language. The State submits that the Union's rationale relies on assumptions without the necessary specific facts upon which an informed judgment can be made. According to the State, the situation when a Trooper does not get a lunch break is the exception and not the rule and that Troopers have flexibility and mobility due to their use of a State Police cruiser. The State further contends that the proposal would have a substantial economic impact. It calculates the Union's proposal to be paid an additional 2.5 hours per week or an additional 130 hours of compensation annually, as placing an unnecessary economic burden on the State. For all of the reasons it cites, the status quo should be maintained.

I have carefully considered the State's position urging that the status quo be maintained. I find that the State's position, while well articulated, is outweighed by the substantial credible evidence the Union has submitted in support of its Last Best Offer. The Union has provided sufficient justification to support the selection of its proposal. There can be no dispute that during the meal period required by the contract the time off the Trooper receives to consume a meal is not predominantly for their benefit and instead predominantly benefits the employer and the citizens of the State of Connecticut. The Troopers are required to remain in their assigned work locations, they are subject to calls,

have a radio with them and cannot designate themselves as being off duty. The extent to which a Trooper is actually interrupted by work demands during the meal period is not entirely dispositive of the merits of the Union's Last Best Offer. The restrictions that are placed on Troopers clearly produce benefits for the State because they are not completely relieved from duty during a meal period and the State predominantly benefits from the availability of Troopers being on call for emergency service and this obligation to receive radio calls and be dispatched to respond to a call for service due to their immediate availability at any time during the meal period. The interests and welfare of the employees dictates the awarding of the Union's Last Best Offer. Although the Union has submitted what it deems to be strong legal support for its proposal, the awarding of the proposal is not based on a legal determination that the State is violating wage laws. However, the evidence the Union has submitted reflection, at minimum, that the State could have potential liability for extensive amounts of damages mandated by law in the event that the matter was subject to litigation in the appropriate forum where such legal determinations can be made.

#### **ISSUE #2 AWARD**

The Union's Last Best Offer to change the unpaid meal period to a paid meal period is awarded:

The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and thirty (30) minutes from duty station to home. Field

Personnel shall continue to work the so-called 5-3 schedule. Certain groups of employees not traditionally subject to a rotating work schedule, including but not limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour unpaid lunch period shall ~~not~~ be counted as time worked. During said meal period Troopers must be available to be contacted and dispatched. Troopers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

### ISSUE #3 (3A, 3B, 3C, 3D)

[Article 19, Section 1 – Compensation (General Wage Increases)]

#### UNION'S LAST BEST OFFERS

- 3(A) **Retroactive general wage increase for 2018-2019.** Two and a half percent (2.5%) general wage increase (retroactive) for the 2018-2019 contract year.
- 3(B) **General wage increase for 2019-2020.** Two and a half percent (2.5%) general wage increase for the 2019-2020 contract year.
- 3(C) **General wage increase for 2020-2021.** Two and a one-quarter percent (2.25%) general wage increase for the 2020-2021 contract year.
- 3(D) **General wage increase for 2021-2022.** Two and one-quarter percent (2.25%) general wage increase for the 2021-2022 contract year.

*2.5% GWI in year 1 of the Contract*  
*2.5% GWI in year 2 of the Contract*  
*2.25% GWI in year 3 of the Contract*  
*2.25% GWI in year 4 of the Contract*

#### STATE'S LAST BEST OFFERS

- 3(A) **General wage increase for 2018-2019.** Effective with the pay period that includes July 1, 2018, all employees shall

receive a zero percent (0%) general wage increase. There will be no payment of any retroactive salary for contract year 2018-2019.

- 3(B) **General wage increase for 2019-2020.** Effective with the pay period that includes July 1, 2019, all employees shall receive a two percent (2%) general wage increase.
- 3(C) **General wage increase for 2020-2021.** Effective with the pay period that includes July 1, 2020, all employees shall receive a two percent (2%) general wage increase.
- 3(D) **General wage increase for 2021-2022.** Effective with the pay period that includes July 1, 2021, all employees shall receive a two percent (2%) general wage increase.

*No GWI in year 1 of the Contract  
2% GWI in year 2 of the Contract  
2% GWI in year 3 of the Contract  
2% GWI in year 4 of the Contract*

**Discussion:** The issue of GWIs during the four year contract duration is a contentious one. The most substantial difference is whether there should be any GWI in the first year (2018-2019). The State proposes a zero (0%) GWI while the Union seeks a 2.5% GWI with full retroactivity to the first pay period. Much of the evidence submitted in support of each Last Best Offer on the GWI issue for 2018-2019 is relevant not only for the 2018-2019 contract year but also for the subsequent years, 2019-2020, 2020-2021 and 2021-2022. The evidence on each individual year mainly implicates the statutory factors that emphasize the history of negotiations between the parties, the ability of the employer to pay, existing conditions of employment of similar groups of employees and changes in the cost of living. It is noted that the GWIs to be awarded are not derived from a strict mathematical formula but rather are drawn from an examination of all of the factors, some of which compete with one another. They must be carefully

weighed and balanced to allow for a reasonable judgment to be made as to which Last Best Offer is the more reasonable in each year of the contract. While I am required to issue a decision selecting the Last Best Offer of each party for each of the four years in dispute, I must also be mindful of the totality of the selections when considering each individual Last Best Offer selection.

In respect to this first year, 2018-2019, I note the history of negotiations reflects the NP-1 Unit has, in general, received similar or better GWIs as the other fourteen (14) Executive Branch bargaining units. In some years, the NP-1 Unit has received similar treatment but varied treatment in others. To some extent, the variations were caused by individual circumstances warranting deviations but they were also due to differing years of contract duration among the units. In those cases, the evidentiary basis for a wage award in a given year may be different for one unit compared to another depending on variations in contract duration. Other influences on variation may be present such as dealing with wage compression between supervisors and non-supervisors and unique issues relevant for one unit but not another. One such example is the 2011-2012 and 2012-2013 contract years where some units accepted a wage freeze that was accompanied by no layoff protections through June 30, 2015. Other examples of variation include lump sum money for some units expressed in dollars while other units were based on percentages.

Turning to the first contract year 2018-2019, the record compels me to find the State's Last Best Offer of a wage freeze to be the more reasonable and it is awarded. The proposal for the first contract year 2018-2019 is in line with the zero increase received by the vast majority of state employees in the SEBAC agreement, although lump sum payments were received expressed in dollars or percentages depending on the unit. The SEBAC agreement was reached consistent with the evidence concerning the State's ability to pay at the time. The NP-1 Unit's arguments and evidence in support of its 2.5% Last Best Offer for 2018-2019, even assuming the validity of data showing improved economic and budgeting trends, fails to acknowledge the sacrifices made by other bargaining units in response to fiscal constraints the State faced at the time the SEBAC agreement was executed. Moreover, the arbitrator is constrained to select one of the two Last Best Offers that is the more reasonable proposal and, when doing so, I conclude that the factors to be given the most consideration here weigh largely against finding that the NP-1 Last Best Offer to be more reasonable than the State's.

The Union submits that actual cost reductions the State has realized in the budget on an ongoing and continuing basis from attritional losses in wages and benefits is one justification that supports its Last Best Offer. Another claimed justification is that there has been increased productivity from the reduced Trooper workforce. An additional claimed justification is increased revenues from the Resident Troopers program generating, among other things, \$1.5 million

additionally in General Fund revenues for the State's ability to charge 100% rather than 85% For all Resident State Troopers. The Union also cites wage settlements in Trooper units in various northeast states that compare more favorably to its Last Best Offer than the wage freeze the State has proposed. I find the evidence offered by the Union is credible but unpersuasive in this instance as applied to the initial year of the contract and outweighed by the totality of the evidence concerning how the wage issue was resolved for virtually the State's entire workforce.

The evidence and arguments in respect to the second year (2019-2020), third year (2020-2021) and fourth year (2021-2022) are similar to those presented in support of the parties' Last Best Offers for contract year 2018-2019. For these three contract years, each Last Best Offer is in dispute but in contrast with the 2018-2019 contract year fall within a range of reasonable consistency as reflected in the following chart:

	<b>State's Last Best Offers</b>	<b>Union's Last Best Offers</b>
2019-2020	2.0%	2.50%
2020-2021	2.0%	2.25%
2021-2022	2.0%	2.25%
<b>Total</b>	<b>6.0%</b>	<b>7.0%</b>

After an evaluation of each party's Last Best Offers for contract year 2019-2020, I am persuaded that the State's Last Best Offer to be more reasonable than the proposal of the NP-1 Unit. While the evidence on the State's finances do show improvement, as argued by the Union, the State's proposed 2.0% GWI

will have less financial impact on the State compared to the Union's proposed 2.5% GWI and, when accompanied by the zero percent GWI in 2018-2019, be more responsive to the State's efforts to accelerate financial recovery during this initial twenty-four (24) month time period. Accordingly, I award the State's Last Best Offer of a 2% GWI for contract year 2019-2020.

The Last Best Offers of the State and the Union for each of the last two years of the contract (2020-2021 and 2021-2022) do not significantly deviate. The State has proposed 2% GWIs in each contract year while the Union has proposed 2.25% GWIs in each contract year.

I find the Union's Last Best Offer in each of the final two years to be more reasonable than the State's and more responsive to the statutory factors for these "out" years. The record also reflects that there have been actual substantial reductions in expenditures for the maintenance of the broad services provided by the NP-1 Unit. The record shows trends towards increases in the cost of living data and an improved financial posture for the State as reflected in decreases in total debt service, increased revenues from the Resident Trooper Program and increases in the State's fund balance. This is not to say that a Last Best Offer exceeding that which has been proposed by the Union would be selected as the more reasonable one but simply that the Union's Last Best Offer proposing an additional 0.25% beyond that proposed by the State is more reasonable under the relevant factors and after consideration of the totality of

wage increases awarded over the four year term of the Agreement. Accordingly, I award the Union's Last Best Offer as the more reasonable in contract year 2020-2021 and the Union's Last Best Offer as the more reasonable one in contract year 2021-2022.

#### **ISSUE #3(A) AWARD**

The State's Last Best offer is selected for 2018-2019.

**General wage increase for 2018-2019.** Effective with the pay period that includes July 1, 2018, all employees shall receive a zero percent (0%) general wage increase. There will be no payment of any retroactive salary for contract year 2018-2019.

#### **ISSUE #3(B) AWARD**

The State's Last Best offer is selected for 2019-2020.

**General wage increase for 2019-2020.** Effective with the pay period that includes July 1, 2019, all employees shall receive a two percent (2%) general wage increase.

#### **ISSUE #3(C) AWARD**

The Union's Last Best offer is selected for 2020-2021.

**General wage increase for 2020-2021.** Effective with the pay period that includes July 1, 2020, all employees shall receive a two and a one-quarter percent (2.25%) general wage increase for the 2020-2021 contract year.

#### **ISSUE #3(D) AWARD**

The Union's Last Best offer is selected for 2021-2022.

**General wage increase for 2021-2022.** Effective with the pay period that includes July 1, 2021, all employees shall receive a two and one-quarter percent (2.25%) general wage increase for the 2021-2022 contract year.

**ISSUE #3 (3E, 3F, 3G, 3H)**

[Article 19, Section 1 – Annual Increments]

**STATE'S LAST BEST OFFERS**

- 3(E) Effective with the pay period that includes July 1, 2018, all employees shall receive no annual increment. There will be no retroactive annual increment for contract year 2018-2019 and all employees shall remain on the same step as the previous year.
- 3(F) Effective with the pay period that includes July 1, 2019, all employees shall receive no annual increment. There will be no annual increment for contract year 2019-2020 and all employees shall remain on the same step as the previous year.
- 3(G) Effective with the pay period that includes July 1, 2020, all employees shall receive an annual increment on time in accordance with existing practice.
- 3(H) Effective with the pay period that includes July 1, 2021, all employees shall receive an annual increment on time in accordance with existing practice.

*No Annual Increments paid in year 1 of the Contract*  
*No Annual Increments paid in year 2 of the Contract*  
*Annual Increments paid on time in year 3 of the Contract*  
*Annual Increments paid on time in year 4 of the Contract*

**UNION'S LAST BEST OFFERS**

- 3(E) **Retroactive Annual increments for 2018-2019.** In contract year 2018-2019, employees shall receive annual increments (retroactive) on time in accordance with past practice.
- 3(F) **Annual increments for 2019-2020.** In contract year 2019-2020, employees shall receive annual increments on time in accordance with past practice.
- 3(G) **Annual increments for 2020-2021.** In contract year 2020-

2021, employees shall receive annual increments on time in accordance with past practice.

**3(H) Annual increments for 2021-2022.** In contract year 2021-2022, employees shall receive annual increments on time in accordance with past practice.

*Annual Increments paid retroactive in year 1 of the Contract*  
*Annual Increments paid on time in year 2 of the Contract*  
*Annual Increments paid on time in year 3 of the Contract*  
*Annual Increments paid on time in year 4 of the Contract*

**Discussion:** The parties' Last Best Offers on the issue of annual increments are simply phrased. The Union proposes that they be paid during each year of the contract. The State proposes that no increments be paid during the first two years of the contract but proposes that they be paid during the last two years. The current contract language, in pertinent part, states that "employees shall receive annual increments on time in accordance with existing practice." It is noted that in respect to the issue of annual increments, although each party has proposed a Last Best Offer in each year of the contract, the review and analysis of the issue has commonality and will be reviewed in a single discussion with an individual award reflecting a Last Best Offer selection for each year of the Agreement.

The Union submits that the State's proposal is fundamentally unfair and at variance with the salary payments made to NP-9 Unit members during their 2016-2021 contract. Thus, the Union views the interests and welfare of NP-1 Unit members as similar to those of NP-9 Unit members. It sees the State's proposal as interfering with a Trooper's ability to secure a path of realistic career

advancement and one that would result in reaching "top step" an illusion and not a reality.

The State disagrees. It asserts that it will experience adverse financial impact if required to pay annual increments in each of the four years of the contract. Pointing to the State budgets for FY 2019 and FY 2020, the State notes that there are gaps in each fiscal year, that the State will exceed the expenditure cap in both years and that the budgets were required to propose substantial cuts to remain below the expenditure cap and to balance the budget. The State observes that other bargaining units have made wage concessions by accepting hard zeros in three out of five years and the Union should consider these sacrifices by accepting no annual increments during the first two years of the contract. Beyond the first two years of the increment freeze, the State proposes that the annual increments be paid in each of the last two years. It further submits that steps were never intended to be a cost of living adjustment and should not be treated as such.

Initially, I note that a Last Best Offer must be awarded in each of the four years of the contract. Because each party's Last Best Offer in contract years 2020-2021 and 2021-2022 are the same, I will consider Issues 3(G) and 3(H) as resolved and awarded.

In respect to Issues 3(E) and 3(F), I find the Union has met its burden to establish that the annual increments (steps) be received on time and in accordance with existing practice in each year of the new contract. The record reflects that annual increments, or step movement, occurs on either June 30 or December 30 for each year. This is the result of an interest arbitration award issued on September 23, 2013 selecting the Union's Last Best Offer on the timing for annual increment eligibility. The June 30, 2018 step movement has been paid and serves to limit the financial impact of awarding the Union's Last Best Offer for contract year 2018-2019. I give weight to the history of negotiations between the parties and the interests and welfare of the employees which will be furthered by NP-1 Unit members receiving annual increments consistent with those received by NP-9 Unit members. I also observe that the financial impact of awarding the Union's Last Best Offer in contract years 2018-2019 and 2019-2020 must be considered in conjunction with having awarded the State's Last Best Offer wage proposals for each of these two contract years.

#### **ISSUE #3(E) AWARD**

The Union's Last Best offer is selected for 2018-2019.

**Retroactive Annual Increments for 2018-2019.** In contract year 2018-2019, employees shall receive annual increments (retroactive) on time in accordance with past practice.

#### **ISSUE #3(F) AWARD**

The Union's Last Best offer is selected for 2019-2020.

**Annual increments for 2019-2020.** In contract year 2019-2020, employees shall receive annual increments on time in accordance with past practice.

#### ISSUE #3(G) AWARD

Because the Parties' Last Best Offers are in agreement that the employees receive an annual increment in contract year 2020-2021, this issue is considered RESOLVED. The increments shall be received on time in accordance with existing practice.

#### ISSUE #3(H) AWARD

Because the Parties' Last Best Offers are in agreement that the employees receive an annual increment in contract year 2021-2022, this issue is considered RESOLVED. The increments shall be received on time in accordance with existing practice.

#### ISSUE #4

[Article 19, Section 4 – Compensation - Longevity]

#### STATE'S LAST BEST OFFER

~~Section Four. The longevity schedule based on the pay plan effective June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is contained in Appendix B herein. No employee first hired on or after July 1, 2015 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.~~

*Eliminate longevity pay*

#### Union Last Best Offer

~~Section Four. The longevity schedule based on the pay plan effective June 30, 1977~~ June 30, 2018 shall remain unchanged in dollar amounts increase (See Issue #12) during the life of this Agreement, and is contained in Appendix B herein. No employee

first hired on or after July 1, 2015 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

*Increase the longevity pay schedule*

**Discussion:** The parties' Last Best Offers concern the issue of longevity. Section 4 of Article 19 provides for longevity pursuant to a State Police Longevity Schedule. The State's Last Best Offer is to eliminate longevity pay by removing Section 4 from the Agreement, as well as the State Police Longevity Schedule. The Union's Last Best Offer is to retain Section 4 and the longevity schedule, as well as increasing the payments in the longevity schedule pursuant to a Last Best Offer it has submitted as reflected in this decision as Issue #12.

The State acknowledges that the issue of longevity is a mandatory subject of negotiations. However, it points out that in 2013, the Connecticut General Assembly revised the law concerning longevity pay for State employees by mandating that no longevity payment shall be made to any employee in State service who is not included in any collective bargaining unit. The State submits that this is the legislative policy of the State despite the fact that the Legislature did not unilaterally eliminate longevity for current bargaining unit members. Notwithstanding this, the State contends that it is appropriate, given continued financial difficulties, to negotiate the elimination of longevity in order to be responsive to the goal of the Legislature and to provide budgetary relief. The State notes that other bargaining units have agreements until 2021 and it cannot

negotiate over this issue until their contract expirations. However, it asserts that this should not weigh against the awarding of its Last Best Offer to abolish longevity for the NP-1 Unit. The State cites the new contract duration as extending to 2021-2022 and that this unit should be the one to establish a new pattern that eliminates longevity pay for all. The State further submits that its other bargaining units took three years of no general wage increases and no annual increments and the concessions made by these units compels the NP-1 Unit to make a reasonable economic sacrifice by eliminating this benefit from the contract.

The Union disagrees. The Union grounds its proposal to maintain the existing longevity benefit based on comparability with SEBAC and the terms set forth in the NP-9 contract which maintained its longevity benefit while negotiating a lower benefit for future promotees. The Union also cites to other State Police agencies who have included longevity in their contracts at amounts that exceed what the NP-1 Unit currently receives. In short, the Union asserts that the existing longevity benefit is nominal, that it should be maintained and, pursuant to its Last Best Offer in Issue #12, also be increased.

The State's Last Best Offer to eliminate longevity must be considered in a broad context. The Legislature has eliminated longevity for non-bargaining unit employees and the NP-1 Unit has eliminated longevity for employees hired on or after July 1, 2015. Although the Union points to other State bargaining units who

currently enjoy a longevity benefit, this comparability argument is weakened by the favorable comparability data reflecting that the NP-1 Unit has not fully participated in the deep concessions made by employees in recent bargaining in the State's other bargaining units, including having received hard wage freezes. I have also considered the financial impact of other economic items awarded in this proceeding which, when viewed in their totality, provide reasonable offsets for the elimination of the existing longevity benefit. Accordingly, I award the State's Last Best Offer on this issue.

#### ISSUE #4 AWARD

The State's Last Best Offer to eliminate longevity pay is awarded.

~~Section Four. The longevity schedule based on the pay plan effective June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is contained in Appendix B herein. No employee first hired on or after July 1, 2015 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.~~

#### ISSUE #5

[Article 19, Section 9 – Hazardous Duty Stipend]

#### UNION'S LAST BEST OFFER

A monthly stipend of \$100.00 shall be paid to all bargaining unit members employees assigned to and performing the duties of a sworn State Trooper. ~~the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad) and motorcycle (May 1 to October 31 only).~~

*Pay the hazardous duty stipend to all bargaining unit members*

### **STATE'S LAST BEST OFFER**

A monthly stipend of \$100.00 shall be paid to employees assigned to and performing the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad), all major crime units and motorcycle (May 1 to October 31 only).

*Extend the hazardous duty stipend only to the major crime units.*

**Discussion:** The Union asserts that its proposal should be awarded because all Troopers perform hazardous duty tasks and they all should be eligible for the hazardous duty stipend now paid to certain bargaining unit members as specified in Article 19, Section 9. The Union's view is that while those currently eligible are deserving of the stipend, its proposal would recognize that those who do not fit within the specified categories also face extreme risks and be rewarded by the stipend. The Union acknowledges that the State's proposal to add Major Crime Units to the hazardous duty stipend is reasonable and justified but falls short of including all NP-1 members who risk their lives every day, consistent with Connecticut General Statute Chapter 66, Sec. 5-173, a law that recognizes all state police officers perform hazardous duty service.

The State acknowledges that all state police work is dangerous but that a hazardous duty covered employee under the Pension Agreement is a recognition that there are inherent dangers in police work. It submits that the existing provision was intended to recognize those Troopers who are involved in more unusual and dangerous situations such as disarming a bomb, flying a helicopter

or participating on a dive team. The State asserts that the Union's proposal reaches too far and dilutes the special recognition the existing provision provides for those who assume more extreme responsibilities. The State submits that its proposal is more reasonable because it expands the category recognizing hazardous duty to Major Crime Unit members, now currently numbering approximately 75 who, among other things, investigate officer involved shootings, suicide by cop, homicides, infant deaths and sexual assaults.

I award the State's Last Best Offer on this issue. The history of negotiations reflects that the parties did not intend for this stipend to be unit-wide and instead limited to Troopers who perform certain unique hazardous functions rather than expanding it to be a unit-wide benefit. The parties have recognized that all Troopers perform hazardous duties but the State has established that the stipend has been targeted to those whose normal duties involve extraordinary circumstances. The State's proposal would, in fact, expand the number of Troopers who qualify for the stipend by recognizing the inclusion of those who fall within the Major Crimes Unit. The Last Best offer of the State is reasonable and is awarded.

#### **ISSUE #5 AWARD**

The State's Last Best Offer to deny the Union's proposal to extend the hazardous duty stipend to all Troopers and to extend the hazardous duty stipend only to the major crime units is awarded.

A monthly stipend of \$100.00 shall be paid to employees assigned to and performing the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad), all major crime units and motorcycle (May 1 to October 31 only).

## ISSUE #6

[Appendix A – Pay Plan - Years of Service]

### UNION LAST BEST OFFER

As of June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.

*Convert the current step pay plan to a "Years of Service" plan*

### STATE'S LAST BEST OFFER

Status quo ante.

**Discussion:** On this issue, the Union proposes to convert the current Step plan to a years of service plan. The Union's Last Best Offer is phrased as follows:

As of June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.

The State's Last Best Offer is to maintain the status quo of reference to increments in all sections of the contract that reference pay plan increments.

The Union submits that its proposal will ensure that unit members reach top pay based on the years of service that are earned and allow for annual advancement to the negotiated maximum rate. The Union contends that its proposal will permit a Trooper's expectations to be awarded step movement based on annual progression consistent with the fact that the Trooper has fulfilled all of his or her obligations to the State by having completed an additional year of service. Further, the Union sees its proposal as consistent with the years of service concept included in the NP-9 contract for State Police Lieutenants and Captains.

The State proposes to maintain the status quo. It sees no justification to change the name for salary movement in the current ten step pay plan from "step" or "increment" to "years of service." Although the State acknowledges that the Union's proposal parallels the years of service concept included in the NP-9 contract, it sees no basis to award a similar concept for the NP-1 Unit. The State points to Section 5-278(a) C.G.S. which provides that certain terms and conditions of employment continue upon expiration of an agreement but that such continuation excludes "annual increments." Here, the State asserts that the Union is inviting litigation by seeking to call increments "years of service" in an attempt to ensure the payment of increments upon contract expiration. This, the State argues, would limit its ability to seek true hard wage freezes in future contract negotiations.

The Award on this issue flows from the interests and welfare of unit members, the history of negotiations and the existing conditions of employment of a similar group of employees. The record shows that the 2012-2015 interest arbitration award resulted in the payment of steps based on years of service. It also shows that supervisors in the NP-9 Unit who supervise employees in this NP-1 unit have similar language in their contract and will achieve step movement based upon earning an additional year of service. The potential that a supervisor will move upon such achievement while those whom they supervise do not could have negative impact on employee morale within the department. I find that the Union's Last Best Offer to be more reasonable and it is awarded.

#### **ISSUE #6 AWARD**

The Union's Last Best Offer is awarded. The following language shall be added to the contract:

As of June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.

#### **ISSUE #7**

[Article 20, Section 1 – Trooper Trainees]

#### **STATE'S LAST BEST OFFER**

- (e) The language of the following Articles of this contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 -

Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 - Supersedence - Article 44 Overpayments. Thereafter the entire Contract is applicable. Notwithstanding the foregoing, the just cause standard is not applicable to a trainee prior to completing the working test period. During the working test period, it is understood and agreed that the State Labor Board's Decision Number 1729 sets forth the appropriate standard of review. The Employer must act in good faith and make a sincere attempt to review the justice of its decision to drop a trainee during the working test period.

*Clarify the appeal rights for trooper trainees*

#### **UNION'S LAST BEST OFFER**

Status quo ante.

**Discussion:** The State's proposal is intended to clarify the language regarding the rights of employees who have graduated from the Academy, but are still in their initial probationary or working test period. The State sees an ambiguity caused by the existing language in Article 20 which states that recruits will not have access to the grievance arbitration process while enrolled in the Academy but that after graduation their rights will be set by the labor agreement. Then, pointing to Article 14, Section 1, the State points to language stating that no permanent employee who has completed the working test period shall be reprimanded, demoted for disciplinary reason, suspended or dismissed except for just cause. The State sees a potential conflict between the language that states that the contract applies upon graduation from the Academy but that the just cause standard does not apply until the employee has completed the working test period. The State cites to a Connecticut Labor Board case No. 1729 wherein the Labor Board determined that a correction officer who had been

separated during the working test period, while having a statutory right of review, did not have a right under the contract to the just cause standard in the agreement. The State contends that the clarifying language it has proposed would relieve the parties of the potential for endless litigation over what it sees as a settled question.

The Union disagrees and proposes a continuation of the status quo. The Union submits that the State has not pointed to any specific instance where the existing contract language has caused a problem or compromised the State's managerial authority. The Union further contends that the State's proposal eliminates or reduces due process protections for the affected employees and does not provide clear notice of what the procedural appeal rights of Trooper Trainees will be.

After due consideration of the parties' submissions and the relevant statutory factors, I award the State's Last Best Offer on this issue. I give the greatest weight to the interests and welfare of the employees because the proposal will clarify the rights accorded to Trooper Trainees which currently are ambiguous when Article 15 and Article 20 are read together. The State's proposal is consistent with the State Labor Board decision No. 1729 which sets forth the appropriate standard of review for the affected employees. The proposed language also requires the State to act in good faith and make a

sincere attempt to review the justice of any decision to drop a trainee during the working test period.

#### **ISSUE #7 AWARD**

The State's Last Best Offer to clarify the appeal rights for trooper trainees is awarded.

- (e) The language of the following Articles of this contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 - Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 - Supersedence - Article 44 Overpayments. Thereafter the entire Contract is applicable. Notwithstanding the foregoing, the just cause standard is not applicable to a trainee prior to completing the working test period. During the working test period, it is understood and agreed that the State Labor Board's Decision Number 1729 sets forth the appropriate standard of review. The Employer must act in good faith and make a sincere attempt to review the justice of its decision to drop a trainee during the working test period.

#### **ISSUE #8**

[Article 22, Section 1 - Group Health Insurance]

#### **STATE'S LAST BEST OFFER**

Section One. The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject.

*Delete and replace current language.*

#### **UNION'S LAST BEST OFFER**

Status quo ante.

**Discussion:** The State submits that the current language is outdated and requires replacement that reflects the current status of the law and the present practice of the parties. The Union disagrees and seek to preserve the status quo that would prevent the State, during the term of the 2018-2022 agreement, from eroding any benefits now in effect.

According to the State, its proposal is consistent with the 1991 amendments the State General Assembly made to the State collective bargaining statute that requires health care benefits to be negotiated on a coalition basis. Section 5-278(F)(1) C.G.S. states:

Notwithstanding any other provision of this chapter, collective bargaining negotiations concerning changes to the state employees retirement system to be effective on and after July 1, 1988, and collective bargaining negotiations concerning health and welfare benefits to be effective on and after July 1, 1994, shall be conducted between the employer and a coalition committee which represents all state employees who are members of any designated employee organization. (2) The provisions of subdivision (1) of this subsection shall not be construed to prevent the employer and any designated employee organization from bargaining directly with each other on matters related to the state employees retirement system and health and welfare benefits whenever the parties jointly agree that such matters are unique to the particular bargaining unit. (3) The provisions of subdivision (1) of this subsection shall not be construed to prevent the employer and representatives of employee organizations from dealing with any state-wide issue using the procedure established in said subdivision.

The State acknowledges that subsection 2 of the law referenced above permits the parties to jointly agree to bargain on matters "unique to the particular

bargaining unit" but, pointing to the SEBAC 2017 Agreement, it observes that pension and healthcare benefits were modified for state employees including NP-1 Unit members. The State asserts the language it proposes would clarify any ambiguity that may exist over whether unit members are covered by the terms negotiated by SEBAC.

The Union contends that the State's proposal would potentially diminish the level of health benefits protection during the term of the new agreement. The Union objects to what it sees as the "untethering" or "detaching" the health benefits issue from compensation issues, thereby altering the delicate balance required when negotiating an overall economic package.

After considering all of the statutory factors, I find the greatest weight must be given to the interest and welfare of the employees, the existing conditions of employment of similar groups of employees and the history of negotiations between the parties. It is recognized that unit members have an interest in maintaining health insurance benefits. The language sought by the State will preserve the current level of benefits pursuant to the 2017 SEBAC Agreement but not bar direct bargaining if unique circumstances arise requiring discussion over the health insurance program. The maintenance of the status quo would not be consistent with the thrust of the SEBAC 2017 Agreement to provide terms for similar groups of employees and would run counter to the history of

negotiations on this issue that renders the existing language in Section One and Section Two outdated. Thus, I award the State's Last Best Offer.

### **ISSUE #8 AWARD**

The State's Last Best Offer to delete current language in Section One and Section Two and to add the following language as a new Section One is awarded:

**Section One. The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject.**

### **ISSUE #9**

[Article 33, Section 12 – Equipment Stipend]

#### **STATE'S LAST BEST OFFER**

**Section Twelve: Equipment Stipend. Effective upon Legislative approval, Effective July 1, 2015, all employees shall receive an annual stipend of one- hundred and twenty-five dollars (\$125.00) for safety shoes and Equipment. Said stipend shall be paid on or about October 1st of each year.**

#### **UNION'S LAST BEST OFFER**

Status quo ante.

**Discussion:** The State's proposal would update the current language that makes reference to a particular year (July 1, 2015) because it would eliminate the need to update the date reference on each occasion that the parties

negotiate upon contract expiration. It would also reflect that the payments are effective upon legislative approval. The Union proposes the status quo. It notes that during negotiations, it proposed to expand the meaning and purpose of the \$125 payment that appears in Section 12 but revised its position to maintain the status quo on the existing current language and thus it is reasonable to continue the language without revision. The Union also objects based on a concern that the State's proposal would change the equipment stipend from a mandatory form of compensation to one that is conditional by making the benefit subject to legislative approval. I find the State's Last Best Offer to be reasonable and it is awarded. Based on the record, the elimination of the date in Section 12 will avoid confusion, any future need to update the language and the proposal reflects no intent to convert the negotiated benefit into one that is conditional.

#### **ISSUE #9 AWARD**

The State's Last Best Offer to amend the current contract language in Article 33, Section 12 as set forth above is awarded:

**Section Twelve: Equipment Stipend. Effective upon Legislative approval, Effective July 1, 2015, all employees shall receive an annual stipend of one- hundred and twenty-five dollars (\$125.00) for safety shoes and Equipment. Said stipend shall be paid on or about October 1st of each year.**

#### **ISSUE #10**

[Article 41 – Bargaining Unit Work]

and

**ISSUE #11**  
[Article 41, Section 2 [NEW] – Bargaining Unit Work]

**STATE'S LAST BEST OFFER – ISSUE #10**

The State seeks to delete the current language in Article 41 concerning bargaining unit work as reflected in the strike through below:

**~~BARGAINING UNIT WORK~~**

~~Non-bargaining unit employees shall not perform bargaining unit work so as to terminate or replace bargaining unit employees or positions, except for temporary unforeseen emergencies.~~

**UNION'S LAST BEST OFFER – ISSUE #10**

Maintain the status quo.

**UNION'S LAST BEST OFFER – ISSUE #11**

The Union proposes to add a new Section 2 to Article 41 as follows:

Article 41, Section 2 (NEW). No Contracting Out. No person outside the bargaining unit shall do bargaining unit work where such work could lead to the elimination of a bargaining unit position or erosion of the normal hours or overtime hours of work.

**STATE'S LAST BEST OFFER – ISSUE #11**

Rejection of the Union's Last Best Offer.

**Discussion:** Issues #10 and #11 both concern proposed changes to Article 41 concerning bargaining unit work. The State has proposed to change to Article 41 by its elimination and the Union has proposed continue Article 41 (Section 1) and to add a new Article 41, Section 2. Each urges rejection of the other's Last Best Offers. Because each issue concerns the identical subject matter relating to

bargaining unit work, each party's presentations, while separately submitted, overlap and present substantially similar evidentiary considerations. Thus, I will deal with each Last Best Offers on Issues #10 and #11 together although separate individual awards will be made on each of the Last Best Offers.

The State contends that the current language in Article 41 must be deleted for several reasons. Initially, it notes that NP-1 Unit members have strong job security as none have been terminated or replaced as a result of bargaining unit employees performing bargaining unit work. The State also submits that the existing language can easily fuel needless litigation over what bargaining unit work actually is in certain infrequent situations that could give rise to a Union claim that any work performed by any of its members is or has become solely bargaining unit work. The State also expresses a concern that the Union could, without merit, seek to avoid or be released from its obligations regarding the re-employment of retirees under the Pension Agreement reached between the State and the Coalition of which NP-1 is a party. Under the Pension Agreement, a retired State employee, including retired State Troopers, may be re-employed for a period not to exceed 120 days in a calendar year under terms and conditions of employment specified in the Pension Agreement and an Executive Order issued by former Governor M. Jodi Rell.

In respect to Issue #11, the State urges it be rejected. It describes the language as ill-drafted and confusing. It submits formal argument in its post hearing submission:

The Contract, as well as the Statute, acknowledges the existence of Auxiliary Police Officers. Article 25 Section Four of the NP-1 Contract provides that:

The Labor-Management Committee shall meet for the purpose of making recommendations to the Commissioner of Public Safety in the following areas: (1) Defining the duties of auxiliaries with particular emphasis on listing the types of situations, roles, functions and duties which auxiliaries should not perform because of the level of professional police judgment and training required. (2) Devising a uniform for auxiliaries which is plainly differentiated from that of State Police.

Instead of pursuing this issue in labor management meetings, as prescribed by the Contract, the Union has sought to resort to Article 41 in the grievance process to demonstrate that the State is precluded from using Auxiliary officers as provided by statute. Section 29-22 of the Connecticut General Statutes provides, in relevant part, that:

The Commissioner of Emergency Services and Public Protection is authorized to recruit, train and organize a volunteer police auxiliary force for the purpose of providing emergency services throughout the state for peacetime or wartime emergencies or threatened emergencies and for augmenting the state police force in such manner as the Commissioner of Emergency Services and Public Protection may deem appropriate. Such volunteer police auxiliary force shall at all times be under the direction of said commissioner and subject to the rules and regulations of the Division of State Police within the Department of Emergency Services and Public Protection....

This Statute grants the Commissioner of the Department with the authority to organize a volunteer auxiliary force to augment the state police for emergencies or threatened emergencies. They have not nor can they replace the state police.

For the past three decades, the number of auxiliary officers has hovered around 40. Yet, if they are called upon, for example, to deliver a specimen to the State Police Crime lab, the Union screams foul, and that they are performing bargaining unit work. It is ancillary, perfunctory work that requires neither a badge nor gun. If the Union takes issue with the

statute that established the existence of the auxiliary police force, then the Union's remedy is to be found at the Legislature, and not at the bargaining table or interest arbitration.

With this Last Best Offer, the Union seeks not to cure, but to compound the problems already afoot with Article 41. Here, the Union offers confusing language that can only compel endless litigation. NP-1 bargaining unit members drive State Police vehicles. State Police Captains and Lieutenants operate those vehicles as well. Colonels and Lieutenant Colonels drive them too. This language would suggest that since driving a state police vehicle is "bargaining unit work," that none of these other sworn officers can operate those cars without violating this language.

The language is tempered with a caveat that it is only operative where the performance of such duties "could lead to the elimination of a (single) bargaining unit position or erosion of the normal hours or overtime hours of work." The "could lead to" phrase is problematic because there is no time limitation or demarcation. The Union could technically argue that where an officer had to fill in and work in dispatch three years ago, the employment of a new dispatcher has led to the erosion of overtime hours for that bargaining unit member. The simple fact of the matter is that there is no guarantee of overtime. That language alone makes this proposal fundamentally and inexorably flawed. For all of the reasons cited in this brief, the State's Last Best Offer should be awarded on Issue Number 11.

The Union proposes to maintain the current language in Article 41 that the State seeks to delete in Issue #10 and, in Issue #11, to add a new Section 2 to Article 41. The new Section 2 would further define the limitations on non-bargaining employees performing bargaining unit work. The Union makes extensive argument over the bargaining history of Article 41 and its subsequent interpretation in grievance arbitration proceedings. The grievance arbitrations, as the Union analyzes in its post-hearing submissions, are said to contain certain conflicting interpretations on the State's ability to contract out work which, in the Union's view, would be clarified if Article 41 was carried forward as Section 1 and by the awarding of new language it has proposed as Article 41, Section 2.

In respect to Issue #10, the Union cites to the well recognized principle of protecting unit members from being replaced by non-unit workers to avoid job losses, to preserve work opportunities and prevent any reduction in Union membership. It cites approvingly to a prior arbitration award, OLR Nos. 05-3094, 05-3096, 05-3109 where an arbitrator found CSPU unit work, in that instance highway construction overtime, to have been improperly assigned and performed by employees in another bargaining unit. In contrast, it believed that the clarity that can be found in that decision was disturbed by another arbitration award, where the arbitrator found that work historically performed by the CPSU at the State Department of Social Services and had been subcontracted to the Middletown Municipal Police Department, did not violate the contract because the work had not been transferred to other State employees but instead to a non-state agency. The Union sees the removal of Article 41 as broadening the State's ability to assign work outside of the NP-1 Unit to anyone, be it other State employees or to those working for a non-state agency. In sum, the Union sees that the elimination of Article 41, as proposed by the State, would permit the State to transfer bargaining unit work to other state law enforcement employees and in the absence of awarding the new Section 2, to outside subcontractors or even possibly to non-law enforcement employees. It sees the retention of Article 41 and the adding of Article 41, Section 2 as maintaining the status quo in protecting unit members from the arbitrary erosion of their work through contracting out.

After review of the parties' forcefully presented positions on Article 41, I do not find that the State has met its burden to eliminate or delete the current Article 41. The scope of review of the proposals to delete the language or maintain the status quo cannot extend to hypothetical circumstances over whether some future situation may require further interpretation of Article 41. The provision, as interpreted in the Award over highway construction overtime protected unit work over those assignments. I find no basis under the statutory factors to eliminate this provision and I award the Union's Last Best Offer to maintain the status quo.

I also decline to award the new Article 41, Section 2 language proposed by the Union. Again, I decline to address hypothetical circumstances over whether any future situation can be enforced under Article 41 as it presently exists or the extent to which the proposed Section 2 broadens the existing protections in Article 41. As proposed, the language would not only prevent a person outside the bargaining unit from performing any bargaining unit work that would eliminate a bargaining unit position or erode normal or overtime hours of work performed by a unit member, but it would also bar such assignment of work when such work "could lead" to such a result, even if that result were not reached. The ambiguity present in the language proposed by the Union in Section 2 could create unnecessary litigation and discord even where an assignment has had no impact on any unit member's position and/or impact on a unit member's normal or overtime hours of work.

Based on the above, I award the following Last Best Offers on Issue #10 and Issue #11:

**ISSUE #10 AWARD**

The Union's Last Best Offer to maintain the status quo on Article 41 is awarded.

**ISSUE #11 AWARD**

The State's Last Best Offer to reject the Union's Last Best Offer to add a new Article 41, Section 2 is awarded, thus maintaining the status quo of Article 41.

**ISSUE #12**

[Article 19, Section 4 – Longevity]

**UNION'S LAST BEST OFFER**

Appendix B. (Amended) Longevity. Shall be amended as follows:  
The uncapped longevity methodology shall apply. Listed payments to be made semi-annually in April and October.

10 - 15 Years of Service -	\$400.00
15 - 20 Years of Service -	\$800.00
20 - 25 Years of Service -	\$1,200.00
25 + Years of Service -	\$1,600.00

*Add a new and increased longevity pay schedule*

**STATE'S LAST BEST OFFER**

Effective upon legislative approval, the current contract language will be deleted from the contract and the bargaining unit members will no longer receive longevity.

**STATE POLICE LONGEVITY SCHEDULE**

	<b>10 YEARS</b>	<b>15 YEARS</b>	<b>20 YEARS</b>	<b>25 YEARS</b>
<b>Trooper</b>	103.25	206.50	309.75	413.00
<b>Trooper First Class</b>	109.00	218.00	327.00	436.00
<b>Sergeant</b>	114.75	229.50	344.25	459.00
<b>Master Sergeant</b>	131.25	262.50	393.75	525.00

*Delete the longevity schedule from the contract*

**Discussion:** The parties' Last Best Offers on Issue #12 involve the longevity benefit set forth in the current agreement at Article 19, Section 4. The Union's Last Best Offer seeks to add a new and increased longevity pay schedule. Based on my selection of the State's Last Best Offer on Issue #4 that eliminated the longevity provision, the current contract language concerning longevity has been deleted from the contract and longevity payments to bargaining unit members will cease. Based on the Award to Issue #4, eliminating the longevity benefit, the Union' proposal to increase longevity payments is denied and the State's Last Best Offer to delete the longevity schedule from the contract is awarded.

**ISSUE #12 AWARD**

The State's Last Best Offer to eliminate longevity pay is awarded.

Effective upon legislative approval, the current contract language will be deleted from the contract and the bargaining unit members will no longer receive longevity.

**STATE POLICE LONGEVITY SCHEDULE**

	<b>40 YEARS</b>	<b>45 YEARS</b>	<b>20 YEARS</b>	<b>25 YEARS</b>
<b>Trooper</b>	103.25	206.50	309.75	413.00
<b>Trooper First Class</b>	109.00	218.00	327.00	436.00
<b>Sergeant</b>	114.75	229.50	344.25	459.00
<b>Master Sergeant</b>	131.25	262.50	393.75	525.00

**AWARD**

Based on all of the Foregoing, the arbitrator respectfully enters the terms of the Award based on the following selections of one of the party's Last Best Offers on each of the issues in dispute.

**ISSUE #1**

[Article 16, Section 2 – Fitness for Duty and Light Duty]

The State's Last Best offer is awarded:

**Section One. Fitness for Duty.** The parties intend that when a dispute over whether an employee is mentally or physically competent to perform his/her duties shall not be considered as a disciplinary issue, but, shall be resolved as a medical question through arbitration. The "arbitrator" shall be a neutral physician, mutually selected through the American Arbitration Association, specializing in the area of dispute, as for example, an orthopedic specialist or psychiatrist. By mutual agreement, the "arbitrator" may chair a tri-party arbitration panel with the other two panel members selected one by each party. Disputes arising under this provision shall be submitted directly to arbitration under this Section. Consistent with Article 20, this provision does not apply to Trooper Trainees.

**Section Two. Light Duty.**

(a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.

(b) In each year of this contract, a minimum of twenty-seven (27) bargaining unit positions or the numerical equivalent of three percent

(3%) of the bargaining unit, whichever is greater, shall be designated as light duty positions.

(c) The Commissioner within one month after legislative approval of this contract shall designate the light duty positions for the remaining portion of the fiscal year. Thereafter, not later than one month prior to the beginning of each fiscal year of this contract the Commissioner shall designate the light duty positions for that fiscal year. The Department shall provide a list of said designated positions to the Union upon request. Except in unusual circumstances employees assigned to the light duty program or otherwise assigned to limited duty assignments shall not be assigned TDY or permanently to vacancies within any specialized unit.

(d) Nothing precludes the Commissioner from increasing the number of light duty positions at any time, at his/her sole discretion, should a special need of the Department exist.

(e) Sworn personnel applying for a light duty position shall do so through the Department's Employee Assistance Program. Placement in a light duty position shall be considered as an assignment to EAP.

(f) Eligibility for a light duty position shall be initially based on the following: (1) Certification by the treating physician attesting to the applicant's limitation of function or disability. The employee requesting a light duty assignment shall submit said certification to EAP and EAP shall match the limitations to a suitable light duty position consistent with the limitations. If no position can be matched to the limitations, the employee shall be notified. (2) The period of the limitation of function or disability must exceed ninety (90) days. (3) A designated light duty position exists that the individual is capable of performing.

(g) The Department retains the specific right to question the physical or mental condition of any individual applying for, remaining on, or returning from a light duty position. Disputes arising out of this sub-section shall be resolved in the manner described in Section One of this Article.

(h) Sworn personnel designated by the parties in a Side Letter to the Agreement shall be given first preference to a light duty position before any other applicants are considered subject to all the provisions of this Section.

(i) For the sole purpose of this Section, incidents of hypertension and heart attacks shall be considered as occurring on-duty.

(j) On-duty incidents in all instances have priority over off-duty incidents in applying for and/or remaining on a light duty position.

(k) Limitation of function or disability resulting from ~~ana non work-related~~ off-duty incident will not be considered for a light duty position unless a designated position exists or a special need exists as determined by and at the discretion of the Commissioner. Light duty assignments under

this subsection shall not exceed five (5) years in duration or when said employee becomes eligible for disability retirement or regular retirement, whichever occurs first. Employees applying for disability retirement retain all Issue 24 rights under the 1989 Pension Arbitration Award.

(l) In addition to the other sub-sections herein when there are more applicants for light duty positions than designated positions, seniority as sworn personnel shall determine the order of placement and removal.

(m) Sworn personnel in a light duty position must take their regular retirement when eligible, or, at their option, disability retirement, if there is another person not eligible for regular retirement in need of a light duty position and no such designated position exists and if no special need has been determined to exist by the Commissioner.

(n) Regular retirement as used in subsections (k) and (m) above shall mean twenty (20) or twenty-five (25) years of service as more specifically defined in the retirement agreement between the parties and in the applicable statutes.

(o) Employees in designated light duty positions shall be eligible for overtime as such may occur only within their individual light duty position.

## ISSUE 2

[Article 17, Section 1 – Hours of Work, Work Schedule and Overtime]

The Union's Last Best Offer is awarded:

The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and thirty (30) minutes from duty station to home. Field Personnel shall continue to work the so-called 5-3 schedule. Certain groups of employees not traditionally subject to a rotating work schedule, including but not limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour ~~unpaid~~ lunch period shall ~~not~~ be counted as time worked. During said meal period Troopers must be available to be contacted and dispatched. Troopers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

**ISSUE #3 (3A, 3B, 3C, 3D)**  
[Article 19, Section 1 – General Wage Increases]

**ISSUE #3(A)**

The State's Last Best offer is selected for 2018-2019.

**General wage increase for 2018-2019.** Effective with the pay period that includes July 1, 2018, all employees shall receive a zero percent (0%) general wage increase. There will be no payment of any retroactive salary for contract year 2018-2019.

**ISSUE #3(B)**

The State's Last Best offer is selected for 2019-2020.

**General wage increase for 2019-2020.** Effective with the pay period that includes July 1, 2019, all employees shall receive a two percent (2%) general wage increase.

**ISSUE #3(C)**

The Union's Last Best offer is selected for 2020-2021.

**General wage increase for 2020-2021.** Effective with the pay period that includes July 1, 2020, all employees shall receive a two and a one-quarter percent (2.25%) general wage increase for the 2020-2021 contract year.

**ISSUE #3(D)**

The Union's Last Best offer is selected for 2021-2022.

**General wage increase for 2021-2022.** Effective with the pay period that includes July 1, 2021, all employees shall receive a two and one-quarter percent (2.25%) general wage increase for the 2021-2022 contract year.

**ISSUE #3 (3E, 3F, 3G, 3H)**

[Article 19, Section 1 – Annual Increments 2018-2022]

**ISSUE 3(E)**

The Union's Last Best offer is selected for 2018-2019.

**Retroactive Annual increments for 2018-2019.** In contract year 2018-2019, employees shall receive annual increments (retroactive) on time in accordance with past practice.

**ISSUE #3(F)**

The Union's Last Best offer is selected for 2019-2020.

**Annual increments for 2019-2020.** In contract year 2019-2020, employees shall receive annual increments on time in accordance with past practice.

**ISSUE #3(G)**

Because the Parties' Last Best Offers are in agreement that the employees receive an annual increment in contract year 2020-2021, this issue is considered RESOLVED. The increments shall be received on time in accordance with existing practice.

**ISSUE #3(H)**

Because the Parties' Last Best Offers are in agreement that the employees receive an annual increment in contract year 2021-2022, this issue is considered RESOLVED. The increments shall be received on time in accordance with existing practice.

**ISSUE #4**

[Article 19, Section 4 – Longevity]

The State's Last Best Offer to eliminate the longevity provision is awarded.

**ISSUE 5 – Article 19, Section 9  
Hazardous Duty Stipend**

The State's Last Best Offer to extend the hazardous duty stipend only to the major crime units is awarded.

A monthly stipend of \$100.00 shall be paid to employees assigned to and performing the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad), all major crime units and motorcycle (May 1 to October 31 only).

**ISSUE 6 - Appendix A – Pay Plan  
Years of Service**

The Union's Last Best Offer is awarded. The following language shall be added to the contract:

As of June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.

**ISSUE 7 – Article 20, Section 1  
Trooper Trainees**

The State's Last Best Offer is awarded:

- (e) The language of the following Articles of this contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 - Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 - Supersedence - Article 44 Overpayments. Thereafter the entire Contract is applicable. Notwithstanding the foregoing, the just cause standard is not applicable to a trainee prior to completing the working test period. During the working test period, it is understood and agreed that the State Labor Board's Decision Number 1729 sets forth the appropriate standard of review. The Employer must act in good faith and make a sincere attempt to review the justice of its decision to drop a trainee during the working test period.

**ISSUE 8 – Article 22, Section 1  
Group Health Insurance**

The State's Last Best Offer to delete Sections 1 and 2 of Article 22 and replace them with a new section 1 is awarded:

Section One. The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject.

**ISSUE 9 – Article 33, Section 12  
Equipment Stipend**

The State's Last Best Offer to amend Section 12 is awarded:

Section Twelve: Equipment Stipend. Effective upon Legislative approval, Effective July 1, 2015, all employees shall receive an annual stipend of one- hundred and twenty-five dollars (\$125.00) for safety shoes and Equipment. Said stipend shall be paid on or about October 1st of each year.

**ISSUE 10 – Article 41  
Bargaining Unit Work**

The Union's Last Best Offer to maintain the status quo is awarded.

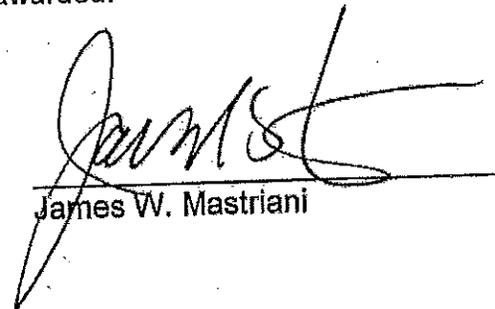
**ISSUE 11 – Article 41, Section 2 [NEW]  
Bargaining Unit Work**

The State's Last Best Offer rejecting the Union's proposal to add a new Section 2 is awarded.

**ISSUE 12 – Article 19, Section 4, Appendix B  
Longevity**

The State Last Best Offer to eliminate the Longevity Payments Schedule set forth in Article 19, Section 4 is awarded.

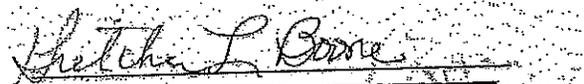
Dated: April 29, 2019  
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey        }  
County of Monmouth       }ss:

On this 29<sup>th</sup> day of April, 2019, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



Gretchen L. Boone  
Notary Public  
New Jersey  
My Commission Expires 8-24-2022  
No. 50066778

# **Attachment A**

**Tentative Agreements  
Reached by the Parties**

## TENTATIVE AGREEMENT

### ARTICLE 6

#### UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

Section Two. Union dues shall be deducted by the State employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee 30 days in advance.

~~Section Three. An employee who within 30 days after initial employment fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.~~

~~Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes 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 Union 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. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union equivalent to union dues.~~

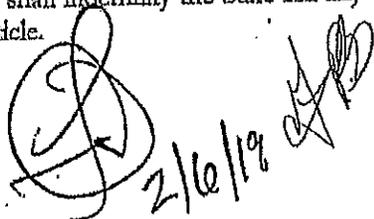
Section Five. The amount of dues or agency fee deducted under this Article shall be promptly remitted to the Treasurer of the Union after the payroll period in which the deduction is made, together with a list of employees for whom such deduction is made.

Section Six. No payroll deduction of dues or agency service fee shall be made from workmen's 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). However, payroll deduction of dues shall be made from any payroll payment from the State to any NP-1 member, (i.e. sick day offset payment.)

Section Seven. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

Section Eight. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fee, provided any such payroll deduction has been approved by the State in advance.

Section Nine. The Union shall indemnify the State for any liability or damages incurred by the State in complying with this Article.

 2/6/19

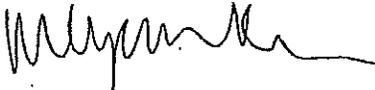
TENTATIVE AGREEMENT

ARTICLE 7

UNION RIGHTS

Section Two. By August 1 of each year of this Agreement and twice per year, ~~the~~ the Union will furnish the Office of Labor Relations and the Department with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward and shall keep the list current.

Section Eight. Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). ~~During the training period at the State Police Academy of each new class, Within sixty (60) days of orientation day for any new State Police academy class,~~ the Union shall be provided with an opportunity to meet with each new class to address the trainees on matters pertaining to the contract and to Union membership. The contractual rights for Recruits and State Police Trooper Trainees as defined in Article 20. Additional opportunities for meetings between the Union and any trainee class may be provided at the discretion of the Department.

  
3/6/2019

  
3/6/19

TENTATIVE AGREEMENT

ARTICLE 7

UNION RIGHTS

Section Seven. Union Business Leave.

(b) Not more than two employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one year. An extension not to exceed one additional year may be granted subject to the approval of the Director of Labor Relations or Undersecretary for Labor Relations. Upon return from such leave, the State employer shall offer said employee a position equal to the former position in pay, benefits, and relatively equal duties, at the rates in force at the time of return from such leave.

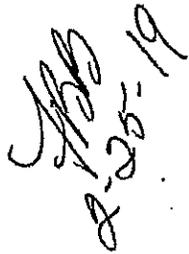
Andrew Matthews  
12/03/18

  
12-3-18

## TENTATIVE AGREEMENT

Article 7, Section 8. **Orientation and Training.** The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). ~~During the training period at the State Police Academy of each new class,~~ Within 60 days of orientation day for any new State Police academy class, the Union shall be provided with an opportunity to meet with each new class and to address the trainees on matters pertaining to the contract and to Union membership. Additional opportunities for meetings between the Union and any trainee class may be provided at the discretion of the Department.

  
2/25/19

  
2-25-19

## TENTATIVE AGREEMENT

### ARTICLE 9

#### PERSONNEL FILES

Section 2. Section Two. Content. (a) All material bearing on an employee's personnel status, excluding uncompleted disciplinary investigations, or investigations into physical or mental fitness shall be placed in the OPF. Internal affairs investigations with a disposition of "exonerated, unfounded or Not Sustained" will be excluded from the employee's official personnel file. This will include DPS-678C.

(b) Pre-employment polygraph results shall not be retained in any employee's official personnel folder (OPF) beyond one month after completion of the initial working test period or extensions thereof. Such results may be retained, however, in a file maintained by the Department's Selection Unit for a period of five years from an employee's date of hire. The Department shall advise the Union annually of said removals.

(c) When an employee, after notification to him/her that a freedom of information request has been made concerning his/her file, objects to the release of that information on the basis of reasonable belief that the release would constitute an invasion of his/her privacy, the employee shall petition the Freedom of Information Commission for a stay on the release of said information, and the Department shall support the employee's petition and not release the information until the FOIC has made a final determination on the issue of whether said release would constitute an invasion of privacy. An employee's OPF and internal affairs investigations with only a disposition of "Exonerated, Unfounded or Not Sustained" shall not be subject to the Connecticut Freedom of Information Act.

(d) (NEW) An employee shall be provided access to any records of any report of injury for the employee or any work related motor vehicle accident in which the employee was a party or operator involved with the accident within sixty (60) days of completion of a request for such records.

Section Three. Access. (a) An employee shall be permitted to inspect all material in his/her OPF or in his/her personnel file at the State Personnel Department, except for the first three years of employment, any record exempt from disclosure under C.G.S. § 1-210, or which the State is otherwise under a legal duty to maintain confidential, or medical, psychiatric or psychological data if the Department determines that disclosure would be detrimental to that person. There shall be no disclosure of exam questions, model answers, scoring key or written comments of examiners on oral answer keys.

An employee desiring to inspect his or her OPF and/or obtain copies of documents subject to inspection shall be granted access without previous with notice of 24 hours in advance, during normal working hours.



TENTATIVE AGREEMENT

ARTICLE 9

PERSONNEL FILES

Section 3. Access (a)

An employee shall have access to his/her personal file maintained by the Department, ~~except as such file may pertain to ongoing investigations.~~

(b) The Department shall not, ~~absent a court order,~~ disclose or transmit any personal data to any other individual, corporation or government agency without the consent of the person except when:

Section 4.

~~(b) When an investigation classified as a personnel investigation is completed, the entire file shall be placed in the employee's OPF.~~

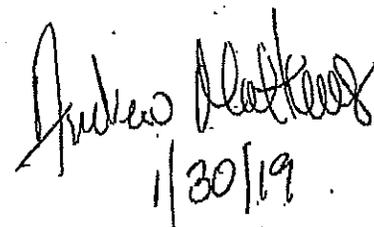
Section 6.

(a) Derogatory material including reprimands, but excluding other discipline, not merged in any less than good service rating shall remain a viable part of the file for not more than ~~eighteen (18)~~ twelve (12) months unless removed sooner.

Section 8.

(a) Mental and physical fitness investigations shall be maintained in a file separate from the OPF. Such file(s) shall be kept, locked, in the ~~Agency's Employee Assistance Program Office~~ Human Resources Office. Access to said files shall be made through the Commissioner or his/her designee subject to his/her approval. Upon such approval, access shall be done in the presence of the Director of ~~the Employee Assistance Program~~ Human Resources. A record of the name of the individual(s) seeking access shall be made along with date, time and name of employee's file(s) accessed.

  
1-30-19

  
1/30/19

TENTATIVE AGREEMENT

Article 9, Section 4(a). When new materials which may reasonably be interpreted to adversely reflect upon an employee's performance or conduct are entered into the OPF, the employee shall be notified within seven days time, ordinarily by submission of a copy of the document to the employee. Other documents reflecting on performance or conduct (e.g. commendations from the public) shall ordinarily be forwarded to the employee by or through his/her Commanding Officer. The employee shall be notified if approbative material is removed from his/her OPF.

~~(b) When an investigation classified as a personnel investigation is completed, the entire file shall be placed in the employee's OPF.~~

*J. Bell*  
*2-25-19*

*(Signature)*  
*2/25/19*

## TENTATIVE AGREEMENT

1. Article 9, Section 3. Access. (a) An employee shall be permitted to inspect all material in his/her OPF or in his/her personnel file at the State Personnel Department, ~~except for the first three years of employment, any record exempt from disclosure under C.G.S. § 1-210, or which the State is otherwise under a legal duty to maintain confidential, or medical, psychiatric or psychological data if the Department determines that disclosure would be detrimental to that person.~~ There shall be no disclosure of exam questions, model answers, scoring key or written comments of examiners on oral answer keys.

An employee desiring to inspect his or her OPF and/or obtain copies of documents subject to inspection shall be granted access without previous notice during normal working hours.

The employee may act through written authorization to his or her steward, if desired, for these purposes. The time off-the-job, if available, shall be cleared in the name of the steward, if desired. During any such inspection, the employee shall be accompanied by a member of the Personnel Human Resources Unit.

An employee shall have access to his/her personal file maintained by the Department except as such file may pertain to ongoing investigations.

(b) The Department shall not, absent a court order, disclose or transmit any personal data to any other individual, corporation or government agency without the consent of the person except when:

- (i) The disclosure or transmission is to an employee of the Department who has a need for the personal data in the performance of his/her duties;
- (ii) The Department determines that there is substantial risk of imminent physical injury by the person to him/herself or to others and that disclosure or transmission of the personal data is necessary to reduce that risk;
- ~~(iii) Disclosure or transmission without consent is otherwise authorized by statute;~~
- (iv) Such transmission or disclosure is made pursuant to a subpoena, order of court or other judicial process;
- (v) Disclosure or transmission is necessary for the purpose of collecting outstanding student loans or any other obligations owing to the state.

Outside access will not be granted except with the written permission of the employee's commanding officer, who shall notify the employee of a request to access his or her OPF within 72 hours of receiving notice of a request to access the employee's OPF. Access to the file, including the purpose for which access was granted shall not occur until seven (7) days after the employee has received notice of the request to access the OPF, and will be recorded on an access sheet which will become part of the record be made available to the employee or his representative. The access sheet shall not be included as part of the OPF provided to any requester other than the employee or his or her designee, but shall be maintained consistent with the Personal Data Act. The employee will be promptly notified of any request to see his/her OPF. Notwithstanding the previous two sentences, neither an access sheet entry nor the fact of such request shall be made known to any employee during an ongoing investigation or when such disclosure would otherwise undermine a public purpose in non-disclosure or if

the Department determines that the disclosure of access to medical, psychiatric or psychological data would be detrimental to that person.

(c) The employee will be provided a copy of any record and/or materials added to his or her OPF within ninety (90) days of any addition to the employee's OPF other than documentation of routine employment transactions.

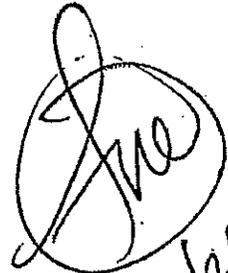
 2/25/19

YB  
2-20-19

**TENTATIVE AGREEMENT**

Article 9, Section 8. (a) Mental and physical fitness investigations shall be maintained in a file separate from the OPF. Such file(s) shall be kept locked, in the Agency's Employee Assistance Program Office Human Resources Office. Access to said files shall be made through the Commissioner or his/her designee subject to his/her approval. Upon such approval, access shall be done in the presence of the Director of the Employee Assistance Program Human Resources. A record of the name of the individual(s) seeking access shall be made along with date, time and name of employee's file(s) accessed. The employee will be promptly notified of any request to see his/her mental or physical fitness investigation files and the employee shall have the right to object to such access.

FAB  
2-25-19

  
2/25/19

TENTATIVE AGREEMENT

ARTICLE 11

WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam.

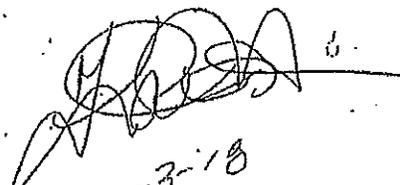
Section Two. (a) The initial working test period for State Police Trooper Trainee (6 months) (recruit) shall commence with the employee's date of hire and conclude on the date of the recruit's graduation from the Academy. Thereafter, the employee will serve a one-year working test period as a State Police Trooper Trainee, The State Police Sergeant and State Police Master Sergeant working test periods shall be one (1) year.

(b) A working test period interrupted as the result of extended illness, or an authorized leave or absence, shall be suspended for such period and will resume when the employee returns to duty and is able to carry out the duties and responsibilities of the position.

(c) Pursuant to Article 20 Section 2(c) employees shall advance to step 1 of the SP-1 pay plan upon graduation from the Academy. Their anniversary date shall be the first July 1 or January 1 following nine months from the date of hire when they are eligible for Step 2 advancement.

Section Three. The Working Test Period may, with the approval of the Commissioner of Administrative Services or designated management official designee, be extended on an individual basis for a definite period of time not to exceed six months.

Andrew Blatter  
12/03/18

  
12-3-18

TENTATIVE AGREEMENT

ARTICLE 12

SENIORITY

Section One. ~~For the purpose of computing longevity or length of vacation leave,~~  
Seniority shall be determined according to the following criteria:

- (1) Time in rank
- (2) Time as a member of Connecticut State Police
- (3) Military Service including war service when in bargaining unit as required by State and Federal law
- (4) Names drawn out of a hat.

~~Seniority shall be defined as length of state service including war service.~~

Except as otherwise provided, seniority shall be defined as total length of State Police service as a sworn State Police Officer and then by length of total State service and then by lot.

Section Two. Seniority shall not be computed until after completion of the working test period, whereupon it shall be retroactively applied to include such service. Suspensions and unpaid unauthorized leave shall not be counted in calculation of Seniority.

Section Three. State service while working in a trainee class shall not accrue until permanent appointment after successful completion of the working test period, whereupon it shall be retroactively applied to include such service.

Section Four. Seniority shall only be deemed broken by:

- (a) termination of employment caused by resignation, dismissal, or retirement; (b) failure to report for five working days without authorization. Seniority under Section One above shall not be deemed broken by a resignation from another branch of state service in order to join the State Police Department.

Credit for seniority up to a break in service as defined above, shall be restored to an employee who is restored to service within one year of service break.

Section Five. Seniority Lists. Seniority lists shall be maintained annually and promptly made available to the Union.

Section Six. No credit for rank seniority shall be credited for time spent in an appointed position pursuant to C.G.S. 29-5g.

For such employees, rank seniority shall be credited upon completion of a working test period in the higher rank and then retroactive to the date the employee passed an examination for said higher classification.

MB  
2-6-19

Justice Walker  
2/6/19

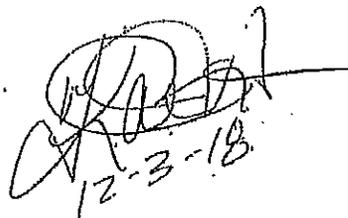
TENTATIVE AGREEMENT

ARTICLE 13

ORDER OF LAYOFF OR REEMPLOYMENT

Section Two. The State Employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. Such notice does not apply to a bumpee under Section Three. The Director ~~of Personnel and~~ or Undersecretary for Labor Relations shall arrange to have the employee transferred to a vacancy in the same rank or in any other position which in the judgment of the State Employer the employee is qualified to fill within the department. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Three.

Jackie Black  
12/03/18

  
12-3-18

TENTATIVE AGREEMENT

ARTICLE 14

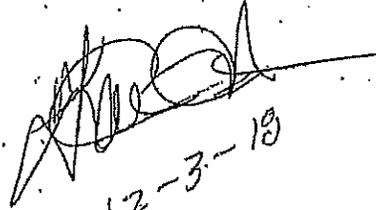
GRIEVANCE PROCEDURE

Section One. Definition. Grievance.

- (b) When a dispute is settled either informally or in the grievance procedure either by stipulation, or by decision, the employee and Union shall receive notice from the Department within fifteen (15) ~~ten~~ (10) days of the Resolution as to the anticipated date when the resolution shall be implemented.

Section Eight. Arbitration. (a) The parties shall mutually select up to seven (7) arbitrators who will hear cases on an alphabetically alternating basis unless otherwise agreed. Submission to arbitration shall be by letter, postage prepaid, or hand-delivered, addressed to the Director or Undersecretary for of Labor Relations or designee, with a copy to the Commissioner of Emergency Services and Public Protection or designee.

James Matthews  
12/03/18

  
12-3-18

TENTATIVE AGREEMENT

ARTICLE 14

GRIEVANCE PROCEDURE

Section Eight. In cases of dismissals, demotions or suspensions in excess of five days, either party may request the services of a court reporter, and shall notify the other party that such request will be made. Similarly, either party may make a ~~the parties shall request the arbitrator to maintain~~ a cassette digital recording of the hearing testimony. The party requesting court reporting services shall arrange for the Court reporter and pay the cost thereof. If both parties desire a copy of the transcript, they shall notify the reporting agency, and shall equally share the cost of the reporting services, and the transcript, including a copy to be provided to the Arbitrator. If only the requesting party desires a copy of the transcript, that party shall be responsible for the full cost, including a copy for the Arbitrator. Either party may also make such a request in hearings pertaining to other matters. Costs of transcription of digital recordings shall be borne by the requesting party and copies shall be provided to the Arbitrator and the other party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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3-6-19



TENTATIVE AGREEMENT.

ARTICLE 14

GRIEVANCE PROCEDURE

Section Eight.

(c) 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 days, the parties shall request the arbitrator to maintain a cassette recording of the hearing testimony. Either party may also make such a request in hearings pertaining to other matters. 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.

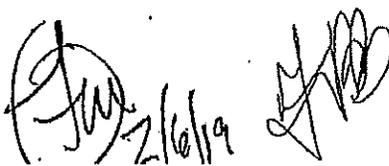
The State will continue its practice of paid leave time for witnesses of either party.

(d) 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 retroactively for more than 60 calendar days prior to the date a grievance was submitted at Step 1. This does not alter or vary the time limit for filing a grievance under Section Five. The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing unless the parties jointly agree otherwise. Failure on the part of the arbitrator to render his decision in 30 days will result in his removal from the panel upon the motion of either party.

(e) The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Sec. 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of 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. The parties intend that all arbitration decisions except as otherwise stated above shall be reviewable in accordance with the standards established by the United States Supreme Court in *United Steelworkers of America v. Enterprise Wheel and Car Corp.*, 363 U.S. 593 (1960).

(f) Within thirty (30) days from receipt of a Step II response, or if no response, within thirty (30) days of the due date, grievances regarding all other complaints, including but not limited to, suspensions of five (5) days or less, contract interpretation, etc., during the life of this Agreement, can be submitted by mutual agreement for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations.

Section Nine. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

Handwritten signatures and the date 2/6/19.

- (a) The decision to layoff employees;
- (b) The decision to establish new bargaining unit positions provided, however, this clause shall neither enlarge nor diminish the Union's right, if any, to negotiate on the impact of said decision;
- (c) Compliance by the State employer with health or safety standards, laws, or regulations imposed by state or federal law;
- (d) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed which antedate this Agreement shall not be deemed to have been waived by reason of the execution of this Agreement;
- (e) Disputes over claimed unlawful discrimination in violation of Article 3 (Non-Discrimination) shall be subject to the grievance procedure but shall not be arbitrable if a complaint has been filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact;
- (f) Any inherent management right not restricted by a specific provision of this Agreement.

Section Ten. The existing procedures for handling appeal of rejection from admission to examination and disputes over reclassification shall remain in force, except that the final step of the reclassification procedure shall be the same as the final step in the appeal of rejection from admission to examination.

Section Eleven. The parties will cooperate in consolidating for a hearing by single arbitrator two or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

Section Twelve. A reasonable time before a scheduled arbitration hearing (usually 5-15 days), either party, by written notice may initiate a mutual exchange of (1) a list of witnesses which the other party intends to call, and (2) relevant documentary evidence in the possession of the party, e.g., statements of witnesses, log entries, incident reports, photographs.

Section Thirteen. The parties agree the grievance and arbitration procedure to be a private matter and therefore not open to the public or the media.

Section Fourteen. Expedited Arbitration: The parties agree that certain grievances submitted to arbitration may lend themselves to an expedited arbitration. Expedited Arbitration shall be by mutual agreement. The Arbitrator on the permanent panel of arbitrators, as set forth in Section Eight herein, with the next available date that is acceptable to both parties, shall be selected for expedited arbitration. In the alternative by mutual agreement, the parties may select a different arbitrator for this purpose.



## TENTATIVE AGREEMENT

### ARTICLE 15

#### DISCIPLINE

**Section One.** No permanent employee who has completed the working test period shall be reprimanded, demoted for disciplinary reason, suspended or dismissed except for just cause. Except as may otherwise be provided in Section Five, the "just cause" standard shall apply to any action which the Department designates as disciplinary.

**Section Two. Progressive Discipline.** The parties jointly recognize the deterrent value of disciplinary action. Accordingly, wherever appropriate, the State Police Department will follow these guidelines:

- (a) Take prompt corrective action within a reasonable time after discovery of substandard performance or improper conduct;
- (b) Apply discipline with a view toward uniformity and consistency of punishment;
- (c) In the area of inefficient or incompetent performance, oral reprimands and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination or willful misconduct.

Nothing in this Section shall prohibit the State employer from bypassing progressive discipline when the nature of the offense requires, or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious, or discriminatory.

**Section Three. Work Now Grieve Later.** The Connecticut State Police is a semi-military organization, and it is the duty of every member to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Orders must be obeyed and grievance procedures invoked later. Any member of the Connecticut State Police who fails to carry out orders or comply with rules, regulations, or instructions is subject to disciplinary action. If an employee challenges the legality of an order, such order shall be reduced to writing as soon as practical.

**Section Four. Notice of Discipline.** (a) After a management decision is made to impose discipline, but prior to its formal imposition, the Department will meet with the employee and the Union to discuss the contemplated discipline unless the employee waives Union representation in writing. At least ten (10) days prior to such meeting a copy of the Internal Affairs Report shall be provided to the employee. If there is no mutual agreement regarding discipline within ten (10) days of the meeting, the employer shall give formal notice of the imposed discipline to the extent provided in the State law or regulations.

(b) The following actions constitute serious discipline for purposes of this Section and Article 14, Section Six:

- (1) Dismissal
- (2) Demotion
- (3) Suspension
- (4) Transfers
- (5) Loss of off-duty use of car for a period of more than 15 days.

**Section Five. Disciplinary Transfers.** Disciplinary transfers are defined as transfers from command but shall not include reassignment within a command.

Transfers which have been designated as disciplinary shall be subject to the "just cause" standard. In cases of transfer not designated as disciplinary if the Union establishes that a substantial motive for transfer was disciplinary, the "just cause" standard shall apply. In all other cases not designated as disciplinary, the arbitrator shall not substitute his/her judgment for that of the Employer.

**Section Six.** (a) Placement of an employee on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay. The Department and the Union shall meet on a quarterly basis to discuss the status of all open investigations and the projected time frame for completion.

At the expiration of the thirty (30) day period, the employer may extend the paid leave an additional 30 days pursuant to State Personnel Regulation § 5-240-5(A) or the employee shall be either:

- (1) Charged with the appropriate violation;
- (2) Reinstated and reassigned to other duties determined appropriate by the appointing authority pending completion of the investigation; or
- (3) Reinstated from leave.

(b) In lieu of a suspension with pay, the Commissioner of Emergency Services and Public Protection or his/her designee may suspend an employee's police powers when the nature of the alleged offense in his/her view warrants such action or where the employee's mental or physical fitness for duty is in question. An employee so suspended shall be assigned duties which do not require the exercise of police powers.

(c) The procedures for assignments of officers to alternative duty pending investigation of a shooting incident shall be set forth in the A & O Manual.

(d) The Department shall complete non-criminal investigations with reasonable promptness and shall notify the employee when the Department determines that the investigation as to subject matter and persons involved is closed. Unless mitigating factors can be shown non-criminal investigations conducted at the Troop or District level should be concluded within a reasonable time frame. The Department shall notify the employee that the investigation has been closed, the manner in which it was closed and, upon request, provide the employee with a copy of the investigation and either transcripts of all interviews or copies of the audio tape.

The department shall provide the Union, on a quarterly basis, a list of all non-criminal internal affairs investigations initiated including: Any Case Number (C, M or any other Agency assigned letter or any other designation), IA number, employee name, troop, type of investigation and status.

(e) The Department shall and the Union shall meet on a quarterly basis to discuss the status of all open investigations and the projected time frame for completion.

**Section Seven.** (a) Investigative Interviews. During an investigative interview, the employee shall be accompanied by a Union steward, Union representative, or other bargaining unit employee whom he/she chooses to represent him/her unless he/she waives this right in writing after conferring with the steward. "Representation" means advising the employee but shall not be construed as converting the investigative interview into an adversary hearing.

1. The Agency recognizes that in accordance with NLRB V. Weingarten, 420 U.S. 251 (1975), and Article 15, Section Seven (a) of the NP-1 Contract, employees who believe that an interview could lead to possible discipline are permitted to be accompanied by a Union steward, Union representative or other bargaining unit employee of his or her choice during an investigative interview.

2. If a Union steward, Union representative or other bargaining unit employee of the employee's choice is unavailable for the investigative interview, the investigative interview shall be scheduled so as to give the employee an opportunity to have the representative of his/her choice available, so long as the selection of a Union steward, representative or other bargaining unit employee does not cause undue delay or hardship.

When the employer believes that the substance of an investigative interview is likely to lead to criminal charges, the employee will be advised of his/her constitutional rights and shall be granted his/her privilege against self-incrimination.

In cases in which the facts, in a claim against an employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him/her. If the facts alleged would not constitute a crime, if the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him/her to do so, in which case the employee shall be required to answer, but the answer will be treated as involuntary and may not be used in any way in a criminal proceeding against him/her.

No recording or transcription will be made without the knowledge of all participants in the investigative interview.

(b) A written explanatory may be utilized in lieu of an investigatory interview. In such instances notice shall be given on the written directive for such explanatory as to the employee's right to confer with a union representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

**Section Eight. Suspensions.** Employees who are suspended shall not hold themselves out as State Police Officers, and the period of suspension shall not constitute service for the purpose of computing any pay or benefit and provided in State regulations, except as otherwise provided in Section Six.

**Section Nine. Oral Reprimands.** Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

**Section Ten. Polygraphs.** An employee may be requested to take a polygraph test but shall have the right to refuse. Neither the request nor the refusal shall be admissible in any form as evidence in a proceeding under this Article.

Polygraph test results are designed as an aid in the investigative process; accordingly, such results may not be admitted as evidence in disciplinary proceedings unless the employee has waived the confidentiality of the results, in writing.

**Section Eleven. Investigation of Citizen Any Complaint (Internal and/or External)s.** Citizens who Any complaints about the performance or conduct of a Trooper an employee shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written, signed, sworn and notarized statement promptly, normally within ten days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report which is the Complaint Against Personnel or the (DPS- 678-(c)(1) or DPS 678(c) corroborating the oral complaint

shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.

In the case of noncriminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen the complainant requesting anonymity will not be disclosed, except that if the testimony of such complainant is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

The underlying nature of a complaint will be made known to the affected employee without modification of any existing language in this article.

Internal Affairs investigations with a disposition of 'Exonerated, unfounded or Not Sustained' will be excluded from the employee's official personnel file. This will include DPS- 678-C.

**Section Twelve. Violation of the No Strike Article.** In the event that the State imposes dismissal or other discipline for breach of the No Strike Article and the State establishes that the employee breached the No Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.

**Section Thirteen. Access to Information.** During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the State will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.

**Section Fourteen. Troopers may request Union representation consistent with Section 7 of this Article for any investigation or inquiry into a Complaint.**

AB  
3-6-19

AW  
3/6/19

## TENTATIVE AGREEMENT

### ARTICLE 15

#### DISCIPLINE

Section Seven. (a) Investigative Interviews. During an investigative interview, the employee shall be accompanied by not more than two of the following: a Union steward, Union representative, or other bargaining unit employee whom he/she chooses to represent him/her unless he/she waives this right in writing after conferring with the steward. "Representation" means advising the employee but shall not be construed as converting the investigative interview into an adversary hearing.

1. The Agency recognizes that in accordance with NLRB V. Weingarten, 420 U.S. 251 (1975), and Article 15, Section Seven (a) of the NP-1 Contract, employees who believe that an interview could lead to possible discipline are permitted to be accompanied by a Union steward, Union representative or other bargaining unit employee of his or her choice during an investigative interview.

2. If a Union steward, Union representative or other bargaining unit employee of the employee's choice is unavailable for the investigative interview, the investigative interview shall be scheduled so as to give the employee an opportunity to have the representative of his/her choice available, so long as the selection of a Union steward, representative or other bargaining unit employee is able to attend within ten (10) business days. This interview will take place within the ten (10) business days, does not cause undue delay or hardship.

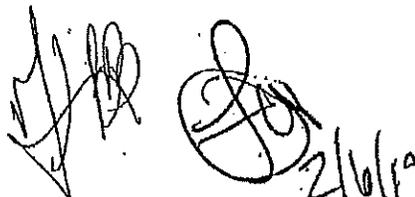
When the employer believes that the substance of an investigative interview is likely to lead to criminal charges, the employee will be advised of his/her constitutional rights and shall be granted his/her privilege against self-incrimination.

In cases in which the facts, in a claim against an employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him/her. If the facts alleged would not constitute a crime, if the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him/her to do so, in which case the employee shall be required to answer, but the answer will be treated as involuntary, and may not be used in any way in a criminal proceeding against him/her.

No recording or transcription will be made without the knowledge of all participants in the investigative interview.

(b) A written explanatory may be utilized in lieu of an investigatory interview. In such instances notice shall be given on the written directive for such explanatory as to the employee's right to confer with a union representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

Section Eight. Suspensions. Employees who are suspended shall not hold themselves out as State Police Officers, and the period of suspension shall not constitute service for the purpose of computing any pay or benefit and provided in State regulations, except as otherwise provided in Section Six.

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**Section Nine. Oral Reprimands.** Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

**Section Ten. Polygraphs.** An employee may be requested to take a polygraph test but shall have the right to refuse. Neither the request nor the refusal shall be admissible in any form as evidence in a proceeding under this Article.

Polygraph test results are designed as an aid in the investigative process; accordingly, such results may not be admitted as evidence in disciplinary proceedings, unless the employee has waived the confidentiality of the results, in writing.

**Section Eleven. Investigation of Citizen Complaints.** Citizens who complain about the performance or conduct of an employee shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written, signed, sworn and notarized statement promptly, normally within ten days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report which is the Complaint Against Personnel or the (DPS-678-(c)(1) or DPS 678(c) corroborating the oral complaint shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.

In the case of noncriminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen complainant requesting anonymity will not be disclosed, except that if the testimony of such complainant is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

The underlying nature of a complaint will be made known to the affected employee without modification of any existing language in this article.

Internal Affairs investigations with a disposition of 'Exonerated, unfounded or Not Sustained' will be excluded from the employee's official personnel file. This will include DPS- 678-C.

**Section Twelve. Violation of the No Strike Article.** In the event that the State imposes dismissal or other discipline for breach of the No Strike Article and the State establishes that the employee breached the No Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.

**Section Thirteen. Access to Information.** During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the State will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.



TENTATIVE AGREEMENT

Article 15. Change of Shifts. Long Term - Any Sergeant or Trooper may have his/her shift changed upon the giving of ten days notice. The notice may shall be oral or written. The shift assignment may be changed for any legitimate management reason including, but not limited to, operational needs, training needs, in-service training, minimum patrol, etc.

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2/25/19

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2/25/19

TENTATIVE AGREEMENT

Article 16, Section 2(n). Fitness For Duty And Light Duty. Regular retirement as used in subsection (m) above shall mean twenty (20) years of service, or 25 years of service or age 50, or 25 years of service, depending on an individual member's eligibility as more specifically defined in the retirement agreement between the parties State and SEBAC and in the applicable statutes.

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2/25/19

TENTATIVE AGREEMENT

Article 17, Section 6. Exchange of Shifts. Employees working under the same shift schedules performing substantially similar work may change shifts provided said exchange is completed within the same pay period. The dates for exchange shall be identified at the time of request.

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02/25/19

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2-25-19

WITHDRAWN

ARTICLE 17.

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

~~Section Seven. (a) All compensatory time accrued on or after July 1, 1979, and on or before December 31, 1990, whether in the form of "owed days", "T-days", or otherwise shall be taken at the employee's convenience within six months subject to the usual approval by the commanding officer, which approval shall not be unreasonably withheld. If the time is not taken within the six month period for any reason the following rules will apply: within thirty (30) days after the expiration of the six (6) month period an employee who previously had elected time off in lieu of cash for a holiday may elect in writing cash at straight time for such holiday. If he/she fails to do so, the Department may schedule the time off at its convenience or otherwise pay him off in cash at straight time or continue to allow the time to accumulate.~~

(b) Effective January 1, 1991 compensatory time (T-days) shall only be accrued as permitted in Article 30 (Holidays). The taking of T-days shall continue in keeping with the provisions of the preceding sub-section.

Andrew M. Williams  
12/03/18

  
12/3/18

TENTATIVE AGREEMENT

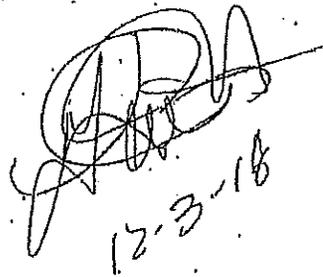
ARTICLE 17

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section Twelve.

(f) Consistent with the A&O Manual, an employee may not work more than eighteen and a half ~~(18.5) eighteen (18)~~ consecutive hours in a 24 hour period unless a special exception is made by a commanding officer.

Arthur Plattler  
12/03/08

  
12-3-18

**TENTATIVE AGREEMENT**

Article 17, Section 14(e). Special Duty Overtime. The existing rules regarding the HCP/OPA assignments shall be incorporated by reference and set forth herein, except that: Whenever an Officer-Trooper who has been assigned a HCP or OPA job, or has arranged for a swap of such an assignment with another officer and is notified within 24 hours of the start of the job that the job has been cancelled, the Officer-Trooper will be paid a minimum of four (4) hours. The time when the officer Trooper is initially assigned or receives the assignment via a swap, shall not be a bar to the receipt of the cancellation payment absent proof of abuse.

AB  
2-25-19

  
6/25/19

TENTATIVE AGREEMENT

Article 17, Section 15. Employees shall continue to be paid overtime consistent with past practice although the parties recognize the statutory obligation that all bargaining unit employees be paid overtime in compliance with State and Federal Law the provisions of the federal Fair Labor Standards Act (FLSA), except that periods of unpaid disciplinary suspensions shall not be considered as hours worked.

YBB  
2-25-19

  
2/25/19

TENTATIVE AGREEMENT

Article 17, Section 16. If Trooper/Sergeant/Master Sergeant is held over or ordered in for more than four (4) hours or more, such a holdover or order-in shall be considered and "order in" for purposes of the overtime assignment process.

*AW*  
2-25-19

*AW*  
2/25/19

**TENTATIVE AGREEMENT**

Article 19, Section 1(e), General Wages. During the term of this contract, employees shall receive annual increments on time in accordance with existing practice (either June 30th or December 31st) each year.

*APB*  
*2-25-19*

*AW*  
*2/25/19*

TENTATIVE AGREEMENT

Article 19, Section 7. Accidental Death or Dismemberment. (a) The State will continue its existing accidental death and dismemberment policy (\$50,000 per employee). (b) The State will reimburse the State Police Union (a registered State vendor) up to \$25,000 for costs associated with the funeral services for any NP-1 member's line of duty death.

*YBB*  
*2-25-19*

*(Signature)*  
*2/25/19*

TENTATIVE AGREEMENT

Article 19, Section 8(c). Career Development. ~~Only Troopers First Class may use the title of Detective while assigned to an investigative, plainclothes function on a full time basis. It is understood by the parties that the position of Detective is not permanent, however, and such persons will resume the title of Trooper/Trooper First Class upon reassignment to uniform duties.~~

7/25/19  
8-25-19

  
2/25/19

## TENTATIVE AGREEMENT

### ARTICLE 20

#### TROOPER TRAINEES

**Section One. Definitions.** (a) State Police Trooper Trainee is a job classification. Its duration is from date of hire to date of successful completion of the working test period.

(b) A "recruit" is a term used for a State Police Trooper Trainee from date of hire until date of graduation from the Academy and becoming a sworn officer. It is not a job classification.

**Section Two. Wages.** (a) A "recruit" shall be paid at the applicable bi-weekly based on the Trainee rate contained in the salary schedules Appendix I. Effective upon Legislative approval, the annual rate shall be increased to \$50,000.

(b) Effective the beginning of the first full payroll period following graduation from the Academy, a State Police Trooper Trainee shall be paid at the rate of Step 1 of the Trooper/Trooper First Class Salary Schedule.

(c) 1. Effective with the State Police 106th Training Academy Class all members within each class shall have one uniform annual increment anniversary date (July or January) regardless of any prior state service.

2. The first July 1st or January 1st following nine months from each class date of hire shall be the annual increment anniversary date for the entire class.

**Section Three. Benefits.** (a) The existing group health insurance policies shall remain in effect during the term of this Agreement.

(b) Recruits will accrue one (1) day of vacation per month in accordance with existing practice but will not be entitled to use such leave while at the Academy, or for the first six (6) months of State service, whichever is longer.

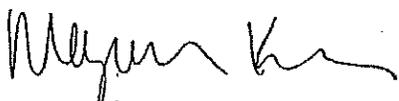
(c) Recruits will accrue and be entitled to use sick leave in accordance with the State rules and regulations. The Commanding Officer may require the submission of an acceptable medical certificate to justify an absence (whether paid or unpaid).

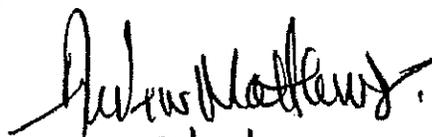
(d) Recruits will be entitled to paid holidays as specified elsewhere in this Contract.

(e) Recruits will be eligible for Worker's Compensation benefits in accordance with the applicable State statutes.

**Section Four. Other Conditions.** (a) The Union, through the Labor-Management Committee, may make suggestions concerning revisions in the Academy's curriculum, rules or regulations.

(b) A recruit who has a complaint of harassment or discrimination on the part of Academy staff or other recruits may address such complaint directly to the Recruit Coordinator or Academy Commanding Officer.

  
3/6/2019

  
3/6/19

TENTATIVE AGREEMENT

ARTICLE 21

WORKERS' COMPENSATION

Section One. The Department of Administrative Services ~~or its designee~~ will continue to make ~~the initial~~ determinations whether an injury or illness is or is not job-related. If the decision is that injury or illness is not job-related, the matter shall not be subject to the grievance and arbitration procedure; nor shall this Agreement in any way enlarge or diminish the rights of the parties under the Worker's Compensation laws.

A Workers' Compensation Committee shall be created and will consist of the State Police Colonel or his/her designee, the State Police Union President or his/her designee, and the DESPP Director of Human Resources. The State Police Colonel or his/her designee, the State Police Union President or his/her designee, and the DESPP Director of Human Resources, shall equally determine whether a work related illness or injury should be approved at the rate of 75% or 100%.

If the decision is that an injury or illness is job-related, the Commissioner of Emergency Services and Public Protection or his/her designee(s) within the Department shall determine whether the injury or illness was incurred while performing duties as referred to in C.G.S. Section 5-142(a). A negative decision shall be subject to the grievance and arbitration procedure. The steps of the grievance procedure will be bypassed and the dispute will be submitted directly to arbitration.

If a determination is made that a work related illness or injury is only approved at the rate of 75% and the employee has exhausted their accrued sick leave, the employee shall be allowed to use other accrued leave to offset the loss of salary.

The grievance and arbitration procedure shall be the exclusive procedure for resolving any such dispute, superseding any pre-existing statutory administrative hearing, appeal or review procedure.

In no event will disputes over the extent of illness or injury be subject to the grievance and arbitration procedure.

*Morgan*  
2/15/2019

*[Signature]*  
02/15/19

## TENTATIVE AGREEMENT

### ARTICLE 23

#### PREGNANCY, MATERNAL, PATERNAL AND FAMILY LEAVE

Section One. Disabilities resulting from pregnancy, miscarriage, abortion, childbirth or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of absence to the extent provided by existing statutes and regulations, as they may be amended.

After the period of disability, an employee may request a family (parental) leave of absence to the extent provided by existing statutes and regulations, as they may be amended, and as described in Section Three.

Section Two. Up to five (5) days paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse.

Section Three. Parental and Family Leave. Parental Leave and family leave shall be governed by C.G.S. Section 5-248a 31-51kk et. seq. (and any amendments) and the appurtenant regulations. The current FMLA manual is located on the DAS website: <https://portal.ct.gov/-/media/DAS/Statewide-HR/A-Z-Listing-Task-PDFs/Family-and-Medical-Leave-Entitlements-Manual.pdf>

~~The current statute and regulations are contained in Appendix C.~~

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption. An employee who is granted a statutory non-disability 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 period in excess of that described in the request for such leave or the statutory maximum.

Holidays which occur during the period covered by the leave provisions of C.G.S. Sec. 5-248a 31-51kk et. seq. shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with the DAS manual and policy, current practice.

*Andrew Matthews*  
12/03/18

*[Signature]*  
12-3-18

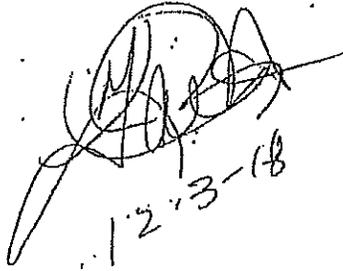
TENTATIVE AGREEMENT

ARTICLE 24

BID SHIFT

Section One. Officers Affected. Bid shift will involve uniform patrol Troopers and Sergeants, ~~Troopers and Sergeants assigned to Troop W, whether uniform or not.~~ Sergeants shall be covered by the bid shift when their number at a Troop is six or greater, excluding Sergeants whose primary responsibility is in the Resident Trooper Program otherwise, when the number of Sergeants falls below six (6) at a Troop, Sergeants must work out their own shift assignments in a manner acceptable to management. Master Sergeants are not covered by this Article. When an officer bids for the bid shift, that election shall be irrevocable once the schedule is posted and for the entire 112 day cycle unless management allows otherwise.

James Matthews  
12/03/18

  
12-3-18

TENTATIVE AGREEMENT

ARTICLE 24

BID SHIFT

Article 24, Section 3, Shift Allocation. Prior to each cycle management will post at the Troop estimated staffing levels on each shift prior to the submission of the officer's bid forms. There will be four possible options for selection.

The shifts to bid upon are day, evening, midnight, or day/evening. However, the day/evening shift(s) shall only be assigned on a voluntary bases. In addition, management may set up such other tactical shifts as it deems necessary. Officers will bid by seniority for these tactical shifts as they would any other shift.

A handwritten signature is enclosed in a circle. Below the signature, the date "3/6/19" is written.

Handwritten initials "FBB" and the date "3-6-19" are written in the lower-left quadrant of the page.

**TENTATIVE AGREEMENT**

Article 24, Section 6. Change of Shifts. Long Term - Any Sergeant or Trooper may have his/her shift changed upon the giving of ten days notice. The notice may shall be oral or written. The shift assignment may be changed for any legitimate management reason including, but not limited to, operational needs, training needs, in-service training, minimum patrol, etc.

FBB  
2-25-19

  
2/25/19

## TENTATIVE AGREEMENT

Article 24, Section 7. Change of Shifts. Transfers. Absent extenuating circumstances, transfers should be made to coincide with a bid shift cycle change to allow prospective transferees the opportunity to bid. If not, then upon transfer, the employee shall be placed on the same shift assignment the employee worked at his or her previous work location until the next bid shift cycle as long as it does not result in overtime costs. However, nothing in this section shall be construed as allowing the date of a transfer(s) to be subject to the grievance and arbitration procedure. This section is merely advisory in nature. If practicable, officers Troopers/Sergeants being subject to a non-disciplinary transfer, transferred up to one week prior to the close of a bidding day one of a new cycle starting, will shall be permitted to bid pursuant to this article at their new Troop or Unit assignments.



2/25/19

JMS  
2-25-19

TENTATIVE AGREEMENT

ARTICLE 24

BID SHIFT

Section Nine, Seniority. Seniority for bid shift purposes only shall be determined according to the following criteria:

- (1) Time in rank
- (2) Time as a member of Connecticut State Police
- (3) Names drawn out of a hat.

~~This procedure shall not be used for any other purposes.~~

Meghan Kim  
2/15/2019

  
2/15/19

TENTATIVE AGREEMENT

ARTICLE 25

LABOR-MANAGEMENT COMMITTEE

Section One. The parties agree, that in order to provide a method for promotion of those goals described in the Preamble and for the purpose of addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee and similar committees consisting of not more than five designees of the Employer and not more than five designees of the employees represented by the Union.

Section Two. Said Committee shall may meet no less than quarterly, and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships and efficiency and increased productivity; among other matters, the Committee may propose additional matters, mutually agreed upon in Committee, which were not within the contemplation of the parties to this Agreement but deserve immediate attention or redress, subject to the provisions of Article 2 (Entire Agreement).

Section Three. The Commissioner of the Department of Emergency Services and Public Protection ~~may Public Safety~~ will be available to meet informally with the Union President at reasonable times to discuss the problems of mutual concern.

Section Six. Staffing Problems. A subcommittee of the Labor-Management Committee shall be used for continuing discussion between the Department and the Union concerning departmental staffing problems as it relates to the safety, workload and working conditions of bargaining unit members. The subcommittee shall meet quarterly to evaluate such concerns. The committee shall consist of executives of the Union and Management as follows:

Up to Four (4) from the Union

Up to Four (4) from the Department of Emergency Services and Public Protection

Recommendations of the committee shall be forwarded to the Commissioner of Emergency Services and Public Protection, who may forward said recommendations to the Secretary of the Office of Policy and Management and the Commissioner of Administrative Services for review and implementation within budgetary constraints.

Section Seven. Specific safety concerns including the impact of the Employer's staffing decisions on employees safety shall be addressed by the parties within the framework of the Labor-Management Committee.

Section Eight. Career Ladder Committee: Within six (6) months following Legislative approval of this Agreement, a committee consisting of equal numbers of Management and Labor

*Miguel Kwan*  
2/15/2019

 2/15/19

## TENTATIVE AGREEMENT

Article 24, Section 3, Shift Allocation. Prior to each cycle management will post at the Troop estimated staffing levels on each shift prior to the submission of the officer's bid forms. There will be four possible options for selection.

The shifts to bid upon are day, evening, midnight, or day/evening. However, the day/evening shift(s) shall only be assigned on a voluntary basis. In addition, management may set up such other tactical shifts as it deems necessary. Officers will bid by seniority for these tactical shifts as they would any other shift.

JBS  
2-25-19

JM  
02/25/19

TENTATIVE AGREEMENT

Article 25, Section 8. Career Development. Shall be amended as follows: (a) The Department will ~~attempt to~~ notify bargaining unit personnel via written announcements of career development opportunities in specialized bureaus and units within the bargaining unit before such positions are filled.

  
2-25-19

  
2/25/19

## TENTATIVE AGREEMENT

### ARTICLE 27

#### SAFETY AND RELATED WORKING CONDITIONS

Section One. Health and Safety Standards. The Employer acknowledges its duty to comply with all health and safety rules and regulations which pertain to employees of the State Police Department. The Employer is receptive to recommendations from employees, through the Union, concerning ways by which good safety practices can be promoted. Employees, too, recognize their obligation to report safety defects and otherwise to cooperate fully in the maintenance of equipment and facilities. The Employer will continue to (1) maintain adequate heating and ventilation at each troop and (2) provide adequate security for personnel and possessions at each State Police facility.

Section Two. The Union may submit to the Commissioner of Emergency Services and Public Protection any recommendations, with supporting data, concerning vehicles, arms, munitions, or other equipment.

Section Three. The safety vest issued will be a 3A Grade. This will be issued on a replacement schedule that the Agency already has established. New classes will receive them first then the next scheduled roll out to current troopers. Replacement bullet proof vests will be issued prior to the expiration date of current vest replacement. The difference in cost shall be covered by the stress funds, Article 33, Section 10, upon committee approval.

*Muzin K*  
3/6/2019

*Andrew Blatke*  
3/6/19

TENTATIVE AGREEMENT

ARTICLE 28

VACATIONS

Section One. (a) For employees on the payroll June 30, 1977, the present vacation schedule shall remain in force, except that employees who have completed 20 years of service shall earn paid vacation credits at the rate of 1-2/3 work days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

0-5 years	1 day per month
Over 5 and under 20	1-1/4 days per month
Over 20	1-2/3 days per month

(b) On and after January 1, 1979, no employee will carry over without agency permission more than 10 days of vacation leave to the next year. For employees hired on and before June 30, 1977, the maximum accumulation of vacation leave shall be 120 days. For employees hired on and after July 1, 1977, the maximum vacation accumulation shall be 60 days and the maximum carryover 5 days per annum. Notwithstanding the above, during active service may accrue up to seventy (70) days of vacation leave for the purpose of using vacation leave. However, such an allowance will not create any obligation to pay out more than sixty (60) days when the employee separates from state service. Accordingly, the maximum accumulation for payout purposes shall remain at sixty (60) days.

JLB  
3-6-19

AM  
3/6/19

TENTATIVE AGREEMENT

Article 28, Section 4. Personal Leave (NEW). The request by an employee to use their ~~accrued~~ personal leave days shall not be denied by the employer on or ~~No denial~~ before October 1st and absent an emergency or special operation/ event.

  
2/25/19

YBB  
2-25-19

WITHDRAWN

ARTICLE 28

VACATIONS

Section 4. (NEW)

Employees on vacation for less than a week (7 days or less) shall not be charged a vacation day if the State is closed during the employee's normal work shift. Any employees scheduled to be out of work on vacation for the week (more than 7 days) shall be charged for such leave if the State is closed during such time.

 1-30-19

Andrew Matthews  
01/30/19

TENTATIVE AGREEMENT

ARTICLE 32

SICK LEAVE, PERSONAL LEAVE, OR OTHER PAID OR UNPAID LEAVE OF ABSENCES

Section One. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to sick leave, personal leave, or other paid or unpaid leave of absences.

Section Two. Sick Leave Bank. (a) A sick leave bank is established for use by bargaining unit employees who have completed their probationary period, have exhausted their own sick leave, and who have established that they are suffering from a serious continuing illness or injury not job-related.

(b) If the sick leave bank is exhausted prior to the expiration of this Agreement, the parties shall take necessary action, through the Labor-Management Committee, to replenish the Bank.

(c) The Sick Leave Bank Committee (SLBC) composed of an equal number of labor and management representatives shall determine the eligibility for the use of the bank and the amount of leave to be granted, provided the following criteria are met.

- i. Completion of probationary period.
- ii. Used up all his/her sick leave and any other paid leave.
- iii. Consecutive absence on account of illness or injury is likely to continue in the future.
- iv. Adequate medical evidence that the illness or injury is likely to continue in the future.
- v. Adequate medical evidence that he/she has not yet reached maximum medical improvement but may return to full-time police work without any limitation of function or disability in the future. In no event will the sick leave bank be used to postpone disability retirement.
- vi. No prior record of sick leave abuse for which the employee has been disciplined during the preceding 24 months.

Special exceptions to subsection i, ii, iii, and vi. may be granted at the discretion of the SLBC if the other criteria are met, in the event that there is a tie, the Colonel or his/her designee shall be the tiebreaker.

Section Three. Sick leave bank days will not be used to supplement worker's compensation payments. Effective with the pay period that includes July 1, 2005, an employee shall reimburse the sick leave bank if the employee subsequently receives workers compensation for the same injury or illness.

Section Four. Unused sick leave bank time shall be carried over from year to year.

Meghan K  
2/15/2019

  
2/15/19

TENTATIVE AGREEMENT

Article 32, Section 2(d) (NEW), Sick Leave Bank Reimbursements for Workers Compensation Claims. Should it be determined that a member who utilized the sick leave bank should have been covered by Workers Compensation during any dates on which the member used time from the sick leave bank, the employer shall restore the time so used to the sick leave bank.

  
2/25/19

FB  
2-25-19

**TENTATIVE AGREEMENT**

Article 32, Section 5 (NEW). Sick Leave. ~~Effective July 1, 2018,~~ Effective upon legislative approval, the number of sick family days per year shall be increased from five (5) days to ten (10) days. Family sick leave up to ten (10) days per year shall not be considered an occasion. The number of sick occasions will not be documented on an annual service rating unless the overall service rating is classified as a "needs improvement."

*MS*  
2-25-19

*[Signature]*  
2/25/19

TENTATIVE AGREEMENT

ARTICLE 33

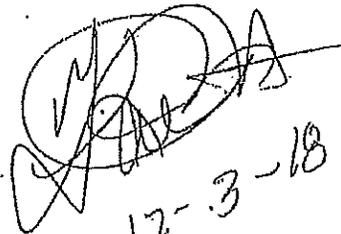
MISCELLANEOUS

Section Six. Military Leave. (a) 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 ~~three (3) calendar weeks in a year, in addition to up to seven (7)~~ twenty-eight (28) scheduled work days of military leave per calendar year, 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 Ten.

(b) The Committee shall recommend to the Commissioner of Department of Emergency Services and Public Protection ~~Public Safety~~ other measures it feels necessary to accomplish its goals of eliminating and/or reducing stress and enhancing or improving physical fitness among the officers.

Andrew Matthews  
12/03/18

  
12-3-18

TENTATIVE AGREEMENT

Article 33, Section 14 (NEW). No Loss of Benefits while on Workers' Compensation.  
(a) An employee on Workers' Compensation accrues holidays, vacation, sick, and personal leave during the employee's absence from work as if he or she was not on Workers' Compensation except that the employee shall not forfeit vacation or personal leave due to their inability to use such leave because of their absence from work. Upon return to work the employee must meet promptly with their Master Sergeant or Commanding Officer to schedule, within one year of returning to duty, any accrued vacation or personal leave that exceeds the maximum amounts the employee would have been able to accrue while on regular duty. (b) No promotion, or transfer to a specialized unit, shall be delayed or denied to any employee who is out of work due to a work related injury or disability if said employee is released to full duty within six (6) months of the date of promotion.

 2/25/19

YMB  
2-25-19

TENTATIVE AGREEMENT

ARTICLE 34

LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which newly supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to C.G.S. Section 5-278. The State Employer shall request such approval as provided in said Section. If the legislature rejects such request as a whole, the parties shall proceed in accordance with the Statute, return to the bargaining table.

 1-30-19

Paulo de la Cruz  
01/30/19

TENTATIVE AGREEMENT

ARTICLE 37

DURATION OF AGREEMENT

This Agreement covers the period July 1, ~~2012~~ 2018 to June 30, ~~2022~~ 2015. Language changes herein shall become effective upon legislative approval unless stated to the contrary.

Negotiations for a successor to this Agreement shall commence within the timetable established under C.G.S. Section 5-276a(a) unless agreed otherwise by the parties. The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

  
3/6/19

FBB  
3-6-19

TENTATIVE AGREEMENT.

ARTICLE 45

WORKING CONDITIONS - UNIFORM COMMITTEE (NEW)

Section One. The State Police NP-1 Union President or his/her designee shall have a position on the State Police Uniform committee. The Union President or his/her designee position shall have the ability to vote on any working condition related to uniform changes or approvals made by the Uniform committee.

400  
3-16-19

AW  
3/6/19

TENTATIVE AGREEMENT

APPENDIX C

FAMILY AND MEDICAL LEAVE FROM EMPLOYMENT (REGULATIONS  
REFERENCED IN ARTICLE 23, SECTION THREE)

The current FMLA manual is located on the DAS website:

<https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-and-Medical-Leave-Entitlements-Manual.pdf>

Meghan K  
2/15/2019

AW  
2/15/19

TENTATIVE AGREEMENT  
MEMORANDUM OF UNDERSTANDING #10  
MEMORANDUM OF UNDERSTANDING  
REGARDING SPECIAL DUTY OVERTIME

Within 45 days following legislative approval of this Agreement, the parties shall form a joint labor/management committee designed for the sole purpose of addressing concerns regarding the assignment and performance of special duty overtime.

As a demonstration of the parties' commitment to the success of the endeavor, the Union President and/or designee and the State's Chief Negotiator shall be joint chairs of the Committee. The Committee shall also consist of not more than five (5) additional members from both sides.

The committee shall convene on a regular bi-weekly basis to discuss, among other issues,

- Failure to report as scheduled and the consequences thereof;
- Ensuring timely notice of assignments are received by employees;
- Communications regarding assignments given and returned after hours; and a uniform protocol regarding the same;
- Discussing the rules for special duty overtime assignments, including the so-called "Hung Rules".

This is not an exhaustive list, as the parties agree there are multiple issues that should be addressed.

*Megan Kim*  
2/15/2019

*AM*  
2/15/19

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #15 (DELETE FROM CONTRACT)

SPECIAL DUTY OVERTIME PILOT PROJECT

~~As a pilot project, for a period not to exceed 24 months, the State and the Union agree to the following in order to address specific issues concerning Special Duty Overtime. This pilot project shall continue for a period of not less than 12 months, or more than 24 months except by mutual agreement of the parties. The Overtime Committee shall discuss any modifications, continuance and/or discontinuance of the pilot after the first six months.~~

~~Due to the nature of Special Duty Assignments, i.e. they are fluid and often times the assignments do not present with an end time, the system is programmed to determine an employee's availability based upon the information provided regarding the shift before and the shift after. An employee currently has the option to use an "O" to denote "OFF" before or after an availability day so the system will allow maximum opportunities. When there is no entry, the system defaults to "D" which is the designation for the "Day Shift."~~

~~1. To address the issues concerning the 18 hours of rest, until such time as the default can be reprogrammed to "O" which will provide more opportunities, employees may enter "O" on the card as long as it does not violate the prohibition against working more than~~

~~18.5 hours in a twenty-four hour period. This is a work-around to the system that the parties agree needs to be revised. It is incumbent upon the employee to provide the complete information regarding "D" (for Days), "M" (for Midnights) and "E" (for Evenings) if the employee's availability is limited on a given day. As soon as it is practicable and feasible, the system shall be reprogrammed to effectuate the changes described herein. Said changes shall include changing the default as described above, and giving employees the ability to choose if they want to work only day shift jobs, only night shift jobs or either type. In said case, the following definitions shall apply:~~

- ~~a. Day shift (i.e. any jobs starting from 0400 to 1300 hours)~~
- ~~b. Night shift (i.e. any jobs starting from 1330 through 0330 hours)~~

~~2. It is understood that employees may provide a maximum of any 12 days that they are available to work special duty overtime in a month. It is also understood that employees may work special duty only two of their three consecutive regular days off.~~

~~3. The parties understand and agree that implementing these changes shall require a program change to the system. The Union has agreed to provide up to three thousand dollars (\$3,000.00) toward the cost of said re-programming upon receipt of an invoice from the Department or a mutually agreed upon outside vendor.~~

*Megan*  
2/15/19

*[Signature]*  
2/15/19

~~4. Employees shall be notified of assignments through telephone contact (with an active voicemail) or electronic mail. It is the responsibility of the employees to ensure that the Special Duty Office has their current contact information.~~

~~5. Upon receipt of notice of an assignment, the employee shall promptly confirm the receipt of the assignment. If the employee does not respond within 24 hours, the assignment shall be considered rejected by the employee and it shall be re-assigned.~~

~~6. When a job has been assigned at least 24 hours in advance of the scheduled start of a shift, the employee who is in possession of the overtime assignment either by swap or initial assignment shall be responsible for notifying the Overtime Coordinator, not less than 12 hours in advance of the commencement of the shift, during regular business hours, or the Message Center after hours, that he/she is unable to report as scheduled.~~

~~7. Absent mitigating circumstances, any employee failing to provide timely, advance notice of the inability to report as scheduled shall be given a written counseling regarding the failure to report on the first occasion.~~

~~8. Should the employee fail to provide timely notice a second time, the employee shall receive a negative POR.~~

~~9. A third instance of failure to report as scheduled shall subject the employee to forfeiture of the right to volunteer for special duty overtime for a period of 15 calendar days. The notice shall come from the Overtime Coordinator's Office, and addressed at that level. This shall not be considered discipline for progressive discipline purposes.~~

~~10. Any subsequent violations, within a twelve month period, shall subject the employee to administrative action based upon failure to report for duty.~~

~~11. Effective September 1, 2015, an OPA assignment cannot be swapped for an HCP assignment. Also, an HCP job cannot be swapped for an OPA job. The OPA job may be either:~~

~~a. Worked as assigned~~

~~b. Swapped for another OPA assignment already assigned to another Trooper.~~

~~c. Returned to the Special Duty Office consistent with paragraph 7 above.~~

~~Consistent with Special Order 2011-01, any HCP assignment may still be swapped for another HCP assignment.~~

*Megan K*  
2/15/2019

*(Signature)*  
2/15/19

~~12. This Pilot project shall commence with the first day of the payroll period following full execution of this Agreement. It shall continue for a period of not less than 12 months, or more than 24 months except by mutual agreement of the parties. The Overtime Committee shall discuss any modifications, continuance and/or discontinuance of the pilot after the first six months.~~ FOR THE STATE:  
~~Fae Brown-Brewton Date 8/12/2015 Office of Labor Relations~~

FOR THE UNION:

~~Andrew Matthews Date 8/12/2015 CSPU President~~

FOR THE DEPARTMENT:

~~Maj. E. Henson Date 8/12/2015~~

*Meyer*  
*2/15/2019*

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #16 (DELETE FROM CONTRACT)

Memorandum of Agreement Pay Plan Adjustment

1. ~~Effective July 1, 2015 a new SP-1 Pay Plan shall be established with ten (10) Steps and the following provisions shall apply:~~
2. ~~The movement from the current pay plan in effect between the parties under the terms of the July 1, 2012 to June 30, 2015 contract to the new pay plan (in effect between the parties commencing July 1, 2015) will be achieved by deleting the current Step #8 of the 2012-2015 agreement.~~
3. ~~Steps #1 to #7 of the pay plan shall remain in place in accordance with existing practices.~~
4. ~~Step #9 of the 2012-2015 agreement shall be designated the new step #8 of the 2015-2018 collective bargaining agreement.~~
5. ~~Step #10 of the 2012-2015 agreement shall be designated the new Step #9 of the 2015-2018 collective bargaining agreement.~~
6. ~~Step #11 of the 2012-2015 agreement shall be designated the new Step #10 of the 2015-2018 collective bargaining agreement.~~
7. ~~Effective July 1, 2015, employees at Step 8 of the June 30, 2014, SP-1 pay plan shall be moved to the new pay rate of~~  
~~\$67,219. On their next increment date they shall move in accordance with existing practice to the new Step #9.~~

*Meghan K*  
2/15/2019

*JW*  
2/15/19

**TENTATIVE AGREEMENT**

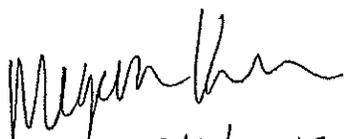
All funds, stipends, fees, differentials and other economic items not otherwise TA'd or Awarded shall remain at the rate in effect on June 30, 2018 for the life of the collective bargaining agreement.

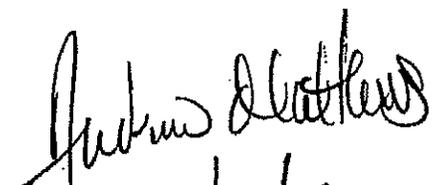
*Mizner*  
3/6/2019

*Andrew Matthews*  
3/6/19

**TENTATIVE AGREEMENT**  
**NEW SIDE LETTER**  
**UNIFORM PILOT PROGRAM**

- A pilot program regarding outer carrier:
- The Union president and/or his/her designee shall be on the uniform pilot program dedicated committee;
- Subcommittee working group members: 2 management designations; 2 Union designations; Office of Labor Relations and Union Rep Co-Chair and a (DAS purchasing representative - non-voting) will serve as an advisory member when needed.
- A minimum of at least six (6) Troopers at each Troop to a max of sixty (66) total Troopers shall be identified as participants based upon selection criteria of the Uniform committee;
- This sub-committee shall convene within 60 days following Legislative approval or soon thereafter programs shall run for up to twelve months following delivery of the Uniforms to be piloted for eighteen (18) months and may be extended by agreement of the committee;
- Committee will develop an evaluation process for the participants (photographs documenting wash cycles etc.);
- This sub-committee will evaluate and make a recommendation to the Colonel thru the Uniform committee with documentation;
- All costs shall be remunerated by the Union from their carryover stress fund money as indicated in Article 33, Section ten of the collective bargaining agreement and pursuant to state contracting policies;
- Participants are responsible for care and maintenance of uniform;
- This does not replace the Class B Uniforms

  
3/6/2019

  
3/6/19

**SUPERSEDEDENCE APPENDIX  
STATE POLICE (NP-1) AGREEMENT  
(EFFECTIVE JULY 1, 2018 TO JUNE 30, 2022)**

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions – Janus Lang	Article 6, Sections 3 & 4	C.G.S. 5-260, C.G.S. 5-260a, C.G.S. 5-261 and C.G.S.5-262
Personnel Files – OPF & Internal Affairs which is unfounded – Not subject to FOI	Article 9, Section 2	C.G.S. 1-206 et seq., C.G.S. 5-140
Personnel Files – Access to personal file & Court order for personal data- who can access, notification of OPF file-	Article 9, Section 3	C.G.S. 4-193
Personnel Files – Investigation classified as a personnel investigation is completed, the entire file shall be placed in the employees’ OPF – deleted	Article 9, Section 4	C.G.S. 4-193 C.G.S. 1-206 et seq. C.G.S. 11-8b and 7-109
Working test period – Changed designee to designated management official	Article 11, Section 3	C.G.S. 5-230 Reg. 5-230-1
Grievance Procedure	Article 14, Sections 1 and 8	C.G.S. 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16
Grievance meetings are closed to the public and press	Article 14 Section 13	C.G.S.1-200 et seq., C.G.S. 1-225
Discipline	Article 15, Section 6, 7, 11, 14 and new 15	C.G.S. 29-4 & C.G.S. 5-240, Regulation 5-240-1a 5-240-2a, Reg. 5-240-3a, Reg. 5-240-4a, Reg. 5-240-5a and Reg. 5-240-7a
General Wage Increases 2018- 0% 2019- 2% 2020- 2.25% 2021- 2.25%	Article 17, Section 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual Increments 2018 – Retroactive for those that did not receive in January 2019 2020 2021	Article 17, Section 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Automatic increases based on years of service effective 6/30/22	Article 17, Section 1 & Appendix A	C.G.S. 5-200(k) C.G.S. 5-200(m)
Hours of Work - SWAPS	Article 17, Section 6	C.G.S. 5-238, C.G.S. 5-245, & C.G.S. 5-246, Reg. 5-238-1(a) Reg. 5-238-2 (a), (b), (c) Reg. 5-238-3, Reg. 5-238-4, Reg. 5-238-5
Hours of Work – Increase to 18.5 consecutive hours	Article 17, Section 12	C.G.S. 5-200(k) C.G.S. 5-200(m)

		C.G.S. 5-238, C.G.S. 5-245, & C.G.S. 5-246, Reg. 5-238-1(a) Reg. 5-238-2 (a), (b), (c) Reg. 5-238-3, Reg. 5-238-4, Reg. 5-238-5
Longevity – Eliminate	Article 19, Section 4 & Appendix B	C.G.S. 5-213, 5-278a Reg. 5-213-1
Hazardous Duty Stipend – Include Major Crime units	Article 19, Section 9	C.G.S. 5-200(k) C.G.S. 5-200(m)
Trooper Trainees – Increase base rate	Article 20, Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Pregnancy, Maternal, Parental and Family Leave	Article 23 & Appendix C	C.G.S. 5-247, C.G.S. 5-248a Reg. 5-247-4(a) & 5-248b
Vacations – accrue up to 70 – only pay out at 60	Article 28, Section 1	C.G.S. 5-250, Reg. 5-250-1, Reg. 5-250-2, Reg. 5-250-4, Reg. 5-250-5, Reg. 5-250-6
State Closing – when on vacation, will not be charged a day	Article 28, (New)	C.G.S. 5-245 Reg. 5-245-1, 5-238-5
Sick Leave – use all sick leave and any other paid leave	Article 32, Section 1	C.G.S. 5-247-5, Reg. Sec.5-247-4
Sick Leave – FMLA days – Increase 5 to 10	Article 32, Section	C.G.S. 5-247, 5-248a, 5-248b Reg. 5-247-4(a)
Military Leave – change to 28 scheduled work days per calendar year	Article 33, Section 6	C.G.S. 5-248(c), C.G.S. 27-33
Equipment Stipend – continuation of benefit	Article 33, Section 12	C.G.S. 5-200(k) C.G.S. 5-200(m)
All funds, Stipends, fees, differentials and other economic items not otherwise TA'd or Awarded shall remain at the rate in effect on June 30, 2018 for the life of the collective bargaining agreement.	Entire Agreement	C.G.S. 5-200(k) C.G.S. 5-200(m)

**NOTE:** The above does not include Supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

**OFFICE OF POLICY AND MANAGEMENT**  
**Cost Estimate of Contract**  
**Dated April 29, 2019**

	All Funds Requirement					
	2018-2019	2019-2020	2020-2021	2021-2022	Annualized	
<u>Fiscal Year 2018-2019</u>						
(1) Increase Trainee Rate to \$50,000	\$42,617	\$369,350	\$369,350	\$369,350	\$369,350	
(2) Annual Increment - Retroactive	\$465,597	\$1,999,371	\$1,999,371	\$1,999,371	\$1,999,371	
(3) Paid Meal Break	\$445,432	\$4,027,823	\$4,203,591	\$4,381,628	\$4,469,954	
<b>SUBTOTAL AGREEMENT ITEMS - 1st YEAR</b>	<b>\$953,645</b>	<b>\$6,396,544</b>	<b>\$6,572,312</b>	<b>\$6,750,349</b>	<b>\$6,838,675</b>	
<u>Fiscal Year 2019-2020</u>						
(1) 2% COLA Effective 7/1/2019		\$1,565,526	\$1,565,526	\$1,565,526	\$1,565,526	
(2) Annual Increment - On Time		\$357,308	\$2,320,398	\$2,320,398	\$2,320,398	
(3) Eliminate Longevity Payments		(\$290,225)	(\$290,225)	(\$290,225)	(\$290,225)	
(4) Haz. Duty Stipend for MCU		\$88,800	\$88,800	\$88,800	\$88,800	
<b>SUBTOTAL AGREEMENT ITEMS - 3rd YEAR</b>		<b>\$1,721,409</b>	<b>\$3,684,499</b>	<b>\$3,684,499</b>	<b>\$3,684,499</b>	
<u>Fiscal Year 2020-2021</u>						
(1) 2.25% COLA effective 7/1/2020			\$1,848,651	\$1,848,651	\$1,848,651	
(2) Annual Increment - On Time			\$30,464	\$1,632,283	\$1,632,283	
<b>SUBTOTAL AGREEMENT ITEMS - 4th YEAR</b>			<b>\$1,879,114</b>	<b>\$3,480,934</b>	<b>\$3,480,934</b>	
<u>Fiscal Year 2021-2022</u>						
(1) 2.25% COLA effective 7/1/2021				\$1,926,972	\$1,926,972	
(2) Annual Increment - On Time				\$31,199	\$1,828,924	
<b>SUBTOTAL AGREEMENT ITEMS - 5th YEAR</b>				<b>\$1,958,171</b>	<b>\$3,755,896</b>	
<b>TOTAL CONTRACT ITEMS - ALL FUNDS</b>	<b>\$953,645</b>	<b>\$8,117,953</b>	<b>\$12,135,926</b>	<b>\$15,873,953</b>	<b>\$17,760,004</b>	
<b>FRINGE ANALYSIS</b>						
Social Security 6.2%	6.20%	\$59,126	\$503,313	\$752,427	\$984,185	\$1,101,120
Medicare 1.45%	1.45%	\$13,828	\$117,710	\$175,971	\$230,172	\$257,520
Unemployment 0.23%	0.23%	\$2,193	\$18,671	\$27,913	\$36,510	\$40,848
SERS Hazardous Duty Cost 13.59%	13.59%	\$129,600	\$1,103,230	\$1,649,272	\$2,157,270	\$2,413,585
OPEB Contribution 3%	3.00%	\$28,609	\$243,539	\$364,078	\$476,219	\$532,800
<b>TOTAL FRINGE IMPACT</b>	<b>24.5%</b>	<b>\$233,357</b>	<b>\$1,986,463</b>	<b>\$2,969,661</b>	<b>\$3,884,356</b>	<b>\$4,345,873</b>
<b>TOTAL COST OF CONTRACT - ALL FUNDS</b>	<b>\$1,187,002</b>	<b>\$10,104,416</b>	<b>\$15,105,587</b>	<b>\$19,758,309</b>	<b>\$22,105,877</b>	

**OFFICE OF POLICY AND MANAGEMENT**  
**Cost Estimate of Arbitration Award**  
**Dated April 29, 2019**

Bargaining Unit: Connecticut State Police Union (NP-1)  
 Period of Contract: July 1, 2018 through June 30, 2022

Number of Full Time Employees: All Funds 913  
 General Fund 913

Total Annual Wages (26 pay periods) All Funds: \$75,907,602

	Annualized Basis (26 Pay Periods for All Years)				
	<u>Salary</u>	Percent Increase			
		<u>Gen'l Wage Increase</u>	<u>AI's &amp; Lump Sums</u>	<u>Other</u>	<u>Total</u>
Average Annual - All Funds: Prior to New Contract:	\$83,141				
1st Year Contract: 2018-2019	\$84,185	0.00%	2.62%	1.07%	3.69%
2nd Year Contract: 2019-2020	\$92,032	2.00%	2.91%	4.23%	9.14%
3rd Year Contract: 2020-2021	\$96,433	2.25%	1.94%	0.21%	4.40%
4th Year Contract: 2021-2022	\$100,527	2.25%	2.09%	0.20%	4.54%

**FULL-TIME COMPENSATION SUMMARY**

	Prior to <u>Agreement</u>	1st Year <u>2018-19</u>	3rd Year <u>2019-20</u>	4th Year <u>2020-21</u>	5th Year <u>2021-22</u>	<u>Annualized</u>
All Funds Total Wages and Related Items	\$75,907,602	\$953,645	\$8,117,953	\$12,135,926	\$15,873,953	\$17,760,004
Fringe Benefits Value of Current Items		\$233,357	\$1,986,463	\$2,969,661	\$3,884,356	\$4,345,873
<b>TOTAL WAGES AND BENEFITS</b>		<b>\$1,187,002</b>	<b>\$10,104,416</b>	<b>\$15,105,587</b>	<b>\$19,758,309</b>	<b>\$22,105,877</b>

