



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Labor Relations

May 18, 2009

GENERAL NOTICE No. 2009-11-NP-3

TO: Labor Relations Designees

SUBJECT: Clerical (NP-3 Unit) Contract Changes

Enclosed are the economic provisions and the language changes contained in the 2009-2012 Clerical (NP-3 unit) contract extension.

General wage increases:

There shall be no general wage increase paid to any employee for the 2009-10 contract year.

Effective July 2, 2010, the base annual salary for all bargaining unit employees shall be increased by two and one-half percent (2.5%).

Effective July 1, 2011, the base annual salary for all bargaining unit employees shall be increased by two and one-half percent (2.5%).

Increments & lump sum payments:

There shall be no annual increment or lump sum payment made for the 2009-10 contract year. The annual increment for the 2010-11 and the 2011-12 contract years shall be delayed by three months until the pay period following October 1 or April 1 as appropriate. The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule.

Contract language changes:

Article 14, Order of Layoff and Reemployment

Section Four. Layoff Procedure.

Last paragraph: The agency shall arrange to have the employee assigned in lieu of layoff to a funded, approved vacancy in the same ~~or comparable~~ classification at the same work location/facility.

Article 15, Grievance Procedure

Section Six. The Grievance Procedure.

Step I. Subagency Designee

Second paragraph: If the agency head does not establish a subagency level for handling grievances, the grievance shall be presented to the employee's first **management-level** supervisor in the chain of command who is outside the bargaining unit.

Step II. Agency Head or Designee.

Second paragraph: Within **twenty-one (21)** ~~fourteen (14)~~ days after receipt of the grievance, a meeting will be held with the employee and a written response issued within **seven (7)** ~~five (5)~~ days thereafter.

Step IV. Arbitration. Within twenty one (21) days after the State's answer is due at Step III or if no conference is held within sixty (60) days, within **thirty (30)** ~~twenty one (21)~~ days after the expiration of the sixty (60) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion, or suspension of not less than five (5) working days.

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

(c) disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

Article 17, Hours of Work, Work Schedules and Overtime

Section Five. Upon request of an employee and by mutual agreement between the employee and an appropriate management designee, the employee's work schedule may be rearranged to accommodate needs in such areas as child care, **family illness**, transportation or participation in an educational program.

There shall be no arbitrary denial of an employee's request for a nonpermanent change in schedule to meet problems as provided in this Section, and grievances alleging such arbitrary denial shall be expedited.

This provision shall not be used to shorten the work day by allowing an employee to work through his/her lunch and/or rest breaks.

Article 31, Sick Leave

Section Ten. Donation of Vacation Leave. This is to confirm the parties' understanding reached in negotiations that from time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation, ~~and/or~~ personal leave **and/or sick leave** to a fellow bargaining unit member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off. Such donation may occur between different employing agencies. **No employee may donate more than five (5) days of sick leave in a calendar year.**

Article 34, Transfers

Section One. Transfers Within an Agency. Transfers within an agency may be made as follows:

(b) Permanent transfer of any employee from one organizational unit to another in the same agency may be made if the position to which transfer is made shall be in the same **classification** ~~or in a lower salary range and shall have requirements as to knowledge, skill, ability, experience and training substantially the same as the occupied position.~~

Section Two. Transfers to Another Agency.

(a) Permanent transfer of an employee from one agency to another may be made provided the position to which transfer is made shall be in the same **classification** ~~or in a lower salary range and shall have requirements as to knowledge, skill, ability, experience, and training substantially the same as the occupied position.~~

New Section Five. (rest of Sections re-numbered)

Each agency shall establish and maintain a transfer list for employees who have permanent status in their classification and who are seeking transfer to a different work location (i.e. different facility or campus) in the agency. When a vacancy occurs, the agency will review the applications of the employees seeking transfer to a particular location prior to filling the vacancy with an outside hire. The Union may file a grievance up to Step 3 of the grievance procedure concerning a pattern of failing to consider transfer candidates.

Article 38, Miscellaneous

Section Three. Uniforms and Equipment. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

In the event that the State determines to exercise its right to require uniforms or to require employees to wear a standard attire (e.g. polo shirts and khaki slacks), the State will notify the Union prior to imposing uniforms or a standard attire and will discuss Union concerns.

New Section. The parties shall update the stipulated agreement concerning the employees in the evening programs of the Technical High Schools and include the updated document in the contract booklet.

Employees with questions concerning this information should contact their agency human resources office. Agency Labor Relations Designees with questions should contact Ellen Carter at 418-6218.

Linda J. Yelmini

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