# STATE OF CONNECTICUT

*OFFICE OF POLICY AND MANAGEMENT*

**Office of Labor Relations**

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MARTIN J. DUNLEAVY, CLERK

March 10, 2014

Mr. Martin J. Dunleavy
Clerk of the House
State Capitol
Hartford, CT 06106

SUBJ: **Interest Arbitration Award** between the State of Connecticut and the Connecticut State Employees Association **(CSEA) (NP-8 Bargaining Unit).**

Dear Mr. Dunleavy:

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 Employees Association (CSEA) on behalf of its members. The award represents the conclusion of negotiations in the matter of a new contract effective July 1, 2012 through June 30, 2015.

Also enclosed is the Office of Policy and Management's statement of the estimated costs necessary to implement the award and an updated Supersedence Appendix, which identifies those provisions of the award, which are in conflict with any statute, or regulation of a State agency.

Very truly yours,

Linda J. Yelmini
Director of Labor Relations

Cc: Benjamin Barnes, Secretary, OPM
Paul Potamianos, Budget Director
Greg Messner, Budget, OPM
Scott McWilliams, Budget, OPM
Michael Moshetti, Comptrollers' Office
Elizabeth L. Daly, Comptrollers' Office
Office of Fiscal Analysis
Robert Rinker, Executive Director, CSEA

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STATE OF CONNECTICUT
CORRECTION SUPERVISORS COUNCIL
NP-8 BARGAINING UNIT

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In the Matter of the Interest Arbitration
by and between

STATE OF CONNECTICUT

-and-

CONNECTICUT STATE EMPLOYEES
ASSOCIATION - SEIU LOCAL 2001

SBMA Case No. 2014-SBA-1

**DECISION**

**AND**

**AWARD**

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Before: Jeffrey M. Selchick, Esq.
Arbitrator

Appearances:

For the State of Connecticut
Ellen M. Carter, Esq., Principal Labor Relations Specialist
OPM-Office of Labor Relations

For Connecticut State Employees Association, SEIU Local 2001
Robert D. Rinker, Executive Director

The State of Connecticut (the "State") and the Connecticut State Employees Association, SEIU Local 2001, Corrections Supervisors Council (the "Union" and "NP-8 unit"), are the parties in this proceeding. An arbitration hearing was held before the undersigned duly designated Arbitrator on February 7, 2014 in Hartford, Connecticut at which time the parties submitted evidence and documentary charts and materials.

## BACKGROUND

The NP-8 unit is the exclusive bargaining representative of employees of the State classified as Correctional Lieutenants, Correctional Training Officers, Correctional Captains, and Correctional Counselor Supervisors. There are approximately 461 employees in the NP-8 unit. (Joint Exhibit 11). The parties have placed into the record "Stipulations of Fact" that set forth the backdrop to the instant proceeding. (Joint Exhibit 38).

In 2009, the State and the State Employee Bargaining Agent Coalition ("SEBAC") entered into negotiations "in order to assist in the financial issues facing the State of Connecticut at that time while preserving public services." (Id., 2009 ¶1). Resulting from the discussions was an Agreement called SEBAC 2009. (Id., ¶2).[1] The 2009 SEBAC Agreement "contained a framework for the unit agreements of a one year wage freeze (no general wage increase or annual increments, furloughs and job security provisions)." (Id., ¶3). "CSEA reached unit agreements in 5 out of its 6 bargaining units, but did not reach a unit agreement for the NP-8 bargaining unit." (Id., ¶4). SEBAC 2009 and its unit agreements "were ratified by those 5 CSEA bargaining units." (Id., ¶5). In addition, SEBAC 2009 "was ratified by the coalition of state employees unions." (Id.).

[1] SEBAC 2009 is found in Joint Exhibit 36 in this record.

Because the NP-8 unit did not reach a unit agreement, the NP-8 membership voted only on the SEBAC Agreement and not on a modified unit agreement. The SEBAC Agreement was ratified by the NP-8 unit. (Id., ¶6). Since no agreement was reached on a modified unit agreement, the collective bargaining agreement for the period of July 1, 2008 to June 30, 2012 remained in effect without modification. (Id., ¶7).[2] "The provisions regarding pensions and health care benefits provided for in the SEBAC 2009 agreement are applicable to NP-8 bargaining unit members." (Id.). No NP-8 members were laid off in 2009. (Id., ¶8).

In 2011, the State and SEBAC began discussions concerning "employee savings and concessions involving pension and health benefits and wages." (Id., 2011, ¶1). The State and SEBAC eventually reached agreement on a Revised SEBAC 2011 Agreement on July 22, 2011. (Id., ¶2).[3] The 2011 Revised SEBAC Agreement "included pension and health savings and a framework for the unit agreements to have two years of wage freezes followed by three years of increases with a contract extension until June 30, 2016" and further "provided for certain job security provisions for four years ending June 30, 2015." (Id., ¶2). The CSEA and the leaders of the NP-8 unit recommended approval of the Revised SEBAC 2011 Agreement, but that agreement was rejected in a vote by the NP-8 bargaining unit members. (Id., ¶s 3, 4). This vote by the NP-8

[2] The 2008-2012 Collective Bargaining Agreement is in the record as Joint Exhibit 1.
[3] That Agreement is found in the record as Joint Exhibit 37.

membership to reject the Revised 2011 SEBAC Agreement meant that the NP-8 bargaining unit agreement continued without any change or wage freezes until its June 30, 2012 expiration date. (Id., ¶5). The provisions in the Revised 2011 SEBAC Agreement "regarding pensions and health care benefits ... are applicable to NP-8 bargaining unit members." (Id.).

CSEA, on behalf of the six State employees bargaining units, "voted in favor of the overall Revised 2011 SEBAC Agreement." (Id., ¶6). The Revised Agreement was approved by SEBAC in accordance with its bylaws. (Id., ¶7). Save for the NP-8 bargaining unit, the CSEA bargaining units voting on the Revised SEBAC 2011 Agreement "resulted in Unit agreements for the five other CSEA state employee bargaining units that were effective from July 1, 2011 to June 30, 2016." (Id., ¶8). There were 21 NP-8 bargaining unit members in 2011 laid off and three members "exercised their contractual bumping rights and bumped from Captain to Lieutenant." (Id., ¶9). The bargaining unit members laid off or demoted in 2011 "were recalled within 3 weeks to 2 months to state service or their former title under the provisions of the NP-8 collective bargaining agreement." (Id., ¶10).

In 2013, the State and the NP-8 unit "met and signed ground rules for contract negotiations for the successor agreement on April 18, 2013." (Id., 2013, ¶1)[4]. The parties, per the ground rules, exchanged their initial proposals on May 2, 2013, May 17, 2013 and May 30, 2013. (Id., ¶2). After the parties exchanged

[4] The ground rules are set forth in this record as Joint Exhibit 6.

their proposals, they engaged in a number of negotiation sessions during 2013, and "resolved a number of issues during contract negotiations." (Id., ¶3). "The resolved contract language has been submitted to the arbitrator as Joint Exhibit 4." (Id.)[5].

The parties mutually declared impasse on or about January 2014 on certain economic issues, as follows:

a. General Wage Increase for the 2012-2013 contract year
b. General Wage Increase for the 2013-2014 contract year
c. General Wage Increase for the 2014-2015 contract year
d. Annual Increments for the 2012-2013 contract year
e. Annual Increments for the 2013-2014 contract year
f. Annual increments for the 2014-2015 contract year
g. Date of the July increment.

(Id., ¶4).

This Arbitrator was mutually designated by the parties to act as Arbitrator. A hearing was held before the Arbitrator on February 7, 2014 in Hartford, Connecticut. He has carefully considered the entire record, which includes 39 Joint Exhibits, 13 State Exhibits, and 2 Union Exhibits. The parties' presentations have been thorough and detailed and have enabled the Arbitrator to reach a full understanding of the issues to be decided. The Arbitrator has weighed all of the evidence and has considered the parties' arguments as well as the statutory factors to reach the most reasonable determination on each of the seven issues which are in dispute at this interest arbitration.

[5] The Resolved Issues set forth in Joint Exhibit 4 are annexed to this Award as "Attachment 1".

## STATUTORY AUTHORITY AND FACTORS FOR CONSIDERATION

The Arbitrator's authority is derived from Connecticut General Statutes, Section 5-276a, as amended by Public Act No. 05-0277. The Arbitrator is required to decide each issue in dispute through an issue-by-issue last best offer procedure. The Arbitrator is directed to consider the factors set forth in Section 5-276a(e)(5). The specified factors are as follows:

(1) the history of negotiations between the Parties including those leading to the instant proceeding;

(2) the existing conditions of employment of similar groups of employees;

(3) the wages, fringe benefits and working conditions prevailing in the labor market;

(4) 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;

(5) the ability of the employer to pay;

(6) changes in the cost of living;

(7) the interest and welfare of the employees.

## DISCUSSION AND ANALYSIS

In addition to evidence adduced by the parties in this proceeding relating to the issues under consideration and the status of the State's fiscal health, it would be useful to identify two previous Interest Arbitration Awards to which reference will be made in this Award. The first such Award involves the parties herein and was rendered by Arbitrator Rinaldo on April 6, 2009. (Joint Exhibit 24, "Rinaldo Award"). The second such Award was issued by Arbitrator Weisblatt on September 23, 2013 in an Interest Arbitration proceeding between the State and the Connecticut State Police Union ("CSPU" and "NP-1 unit"). (Joint Exhibit 28, "Weisblatt Award").

## ECONOMIC DISCUSSION – STATE'S ABILITY TO PAY

The parties' current Agreement (Joint Exhibit 1), which was in effect from the period July 1, 2008 to June 30, 2012, is predicated on the Rinaldo Award. Arbitrator Rinaldo took note of a January, 2009 Interest Arbitration Award issued by Arbitrator Foy for the NP-4 Unit. He identified Arbitrator Foy's observations about the "deterioration of the economy and financial system" in 2008 and "the fact that the week of October 6-10, 2008, was the worst week for the stock market in 75 years." (Rinaldo Award, 14). He further quoted Arbitrator's Foy's belief that "it is painfully clear that the State of Connecticut's ability to pay is less than at any time in recent memory and likely to get worse." (Id., 15, emphasis by Arbitrator Foy).

Arbitrator Rinaldo observed that the events between January, 2009 and the date of his Award in April, 2009 had not reflected any "positive change in the nation's economic circumstances that would in any way cause one to believe that Arbitrator Foy was being an alarmist in the observations he offered regarding economic circumstances that attended the issuance of his Award." (Id., 16). Nevertheless, Arbitrator Rinaldo allowed that he found himself "guided by some optimism that ... the nation will ultimately achieve economic stability." (Id.). As well, Arbitrator Rinaldo observed that there was a need for him to consider "all statutory factors" that the legislature mandated be considered in the issuance of an Award. (Id.). Arbitrator Rinaldo proceeded to Award general wage increases over the four year life of the Agreement of 3% (Union's LBO), 2% (State's LBO), 2% (State's LBO), and 3.5% (Union's LBO). (Id., 89-90).

Arbitrator Weisblatt's September 23, 2013 Award captured a period of time concerning the State's economic condition that is highly relevant to the Arbitrator's assessment in the instant proceeding. In fact, the State has placed in evidence on the ability to pay factor the testimony of Benjamin Barnes, Secretary of the State Office of Policy and Management ("OPM"), that was presented before Arbitrator Weisblatt (State Exhibit 2) and a documentary "ability to pay" presentation offered by the State in connection with the testimony of Secretary Barnes before Arbitrator Weisblatt. (State Exhibit 1). The Union has presented a January 21, 2014 letter transmitted by Secretary Barnes to State Comptroller Lembo regarding information about the State's General Fund for fiscal year 2014.

(Union Exhibit 1). In the evidentiary presentation offered by the State through Secretary Barnes before Arbitrator Weisblatt, the State identified nine separate factors impacting its ability to pay. (State Exhibit 1). These factors were summarized as follows:

> Significant long-term obligations totaling $64.0 billion, with $43.6 billion in unfunded pension and retiree healthcare obligations.
>
> Limited budgetary reserves.
>
> Constitutional expenditure cap that limits the growth in the budget.
>
> Heavy tax and debt burden.
>
> Anemic economic recovery both nationally and in Connecticut.
>
> Generous employee compensation and benefits package.
>
> Constitutional requirement to balance the budget.
>
> Current year budget difficulties and large current services gap in FY 2014 and beyond.
>
> Federal and court mandated expenditures. (Id.).

More optimistic information, however, can be seen in Secretary Barnes' January 21, 2014 letter to the State Comptroller. (Union Exhibit 1)[6]. This letter and its attachment set forth "projections" that "reflect the state's estimated year-end balance in accordance with Generally Accepted Accounting Principles (GAAP)." (Id.). Secretary Barnes stated that the January 2014 "estimate reflects a positive $506.1 million balance from operations, an increase of $232.9 million

[6] This letter was not part of the record before Arbitrator Weisblatt.

from last month's letter." (Id.). He basically attributed the "significant change" to "the result of the consensus revenue forecasts reached between OPM and the legislature's Office of Fiscal Analysis on January 15th" and to the fact that "expenditures are projected to drop $13.3 million from last month's estimate." (Id.). Secretary Barnes noted that "[o]verall, expenditures are projected to be $80.6 million below the budget plan" and that "[n]et additional requirements (deficiencies) of $44.3 million are more than offset by projected lapsing appropriations of $124.9 million." (Id.). Secretary Barnes further observed that the "lapsing appropriations", which he identified, were "beyond the targets included in the adopted budget." (Id.).

In his Award, Arbitrator Weisblatt took note of the evidence offered through Secretary Barnes and found him to be "particularly credible as he presented a picture of the financial problems faced by the State." (Weisblatt Award, 8-9). Arbitrator Weisblatt observed that the Secretary "acknowledged that the SEBAC discussions and agreement led to some cost containment features that have been helpful particularly with respect to the pressures from employee pension and healthcare liabilities" and that the "2012-2013 budget was developed ... below the constitutional cap by $143 million." (Id., 9). After close examination of the evidence before him, which included what is in this record as State Exhibits 1 and 2, Arbitrator Weisblatt was "persuaded that the moderate GWI and AI proposals by the Union for 2013-2014 are more reasonable in a broad view of the bargaining process and especially in recognition of the skewed timing of the

duration of the contracts." (Id., 21). In offering his analysis, Arbitrator Weisblatt found not only that the "moderate" increases were in keeping with the State's ability to pay but they also reflected that the "public interest is truly served by the State Police force and the compensation package is appropriately competitive to maintain the necessary skill levels and high morale of the force." (Id., 25). Further, he found that the general wage increases that were awarded were in keeping with consumer price index data for the nation and for the Northeast region. (Id.).

The parties in this proceeding have submitted estimates of the costs of their LBOs. This Arbitrator has basically the same economic data before him as was before Arbitrator Weisblatt, with the exception of the January 21, 2014 letter from Secretary Barnes to the State Comptroller. (Union Exhibit 1). As noted, the information set forth in the January 21, 2014 letter of Secretary Barnes contains positive news about the State's fiscal condition. The Arbitrator also would note that the CSPU NP-1 unit contains 1000 employees (Weisblatt Award, 5) whereas the NP-8 unit contains approximately 461 employees, (Joint Exhibit 11), which minimizes the economic impact of this Award on the State. The Arbitrator, therefore, adopts Arbitrator Weisblatt's reasoning regarding the State's ability to pay and finds that the modest general wage increases and annual increments awarded herein are within the State's "ability to pay."

## LAST BEST OFFERS, DISCUSSION & AWARD ON UNRESOLVED ISSUES

The unresolved issues all relate to economics and must be viewed together. Accordingly, the parties' positions can be summarized without attempting to break the positions down by issue. The Arbitrator, after this presentation, will summarize Arbitrator Weisblatt's Award as it pertained to general wage increases and annual increments and shall then address the unresolved issues in this proceeding.

**Position of the Union**

The Union observes that the Arbitrator's task, based on the statutory criteria and in light of the record evidence, is to select the most reasonable Last Best Offer ("LBO") for each unresolved issue. The Union asserts that for each unresolved issue, the Union LBO must be considered the most reasonable. The Union finds it relevant that the NP-8 unit and the CSPU NP-1 unit were the only two bargaining units which rejected the revised 2011 SEBAC Agreement. Regarding statutory factors, the Union puts forth that the prevailing labor market is State service and that members of the NP-8 unit "are subject to pension and health care benefits applicable to state employees and specifically hazardous duty retirement state employees."

The overall compensation paid to members of the bargaining unit, according to the Union, must be considered "similar to other hazardous duty law enforcement employees that work at 24/7 – 365 days per year." Members of the NP-8 bargaining unit, the Union notes, are charged with supervising the workforce of more than 5,000 Correctional Officers and Correction Counselors. In most facilities, according to the Union, members of the bargaining unit "are in charge when the wardens and deputy wardens are not present." This "in charge" responsibility, the Union notes, is evidenced by a provision in the parties' contract providing for premium pay when Lieutenants are Acting Shift Commanders.

In terms of the State's ability to pay, the Union claims that the State will argue it has a limited ability to pay, which argument, the Union puts forth, "is rooted in 2011." Instead, the Union proffers, the record would indicate that for this fiscal year there is a surplus, which places the surplus in the second year (2013-2014) of the contract. Moreover, the Union argues that the State "had the economic ability to make significant pay increases in another Supervisory law enforcement bargaining unit represented by CSEA, State Police lieutenants and captains." That agreement, the Union observes, had only one "hard zero" and the bargaining unit members derived benefit from the job security of the Revised 2011 SEBAC Agreement.

The Union identifies changes in cost of living. It acknowledges that such changes have been "minor" but nevertheless maintains that under the Revised 2011 SEBAC Agreement members of the bargaining unit will be required to pay a

percentage of their total wage compensation for retiree health insurance for a period of ten years, increasing from 1/2% in July 2013 to 2% in July 2014 and then 3% in July 2015.

Insofar as the interest and welfare of the employees is concerned, the Union emphasizes that its membership did not enjoy the job security provisions of the Revised 2011 SEBAC Agreement. Such protection, according to the Union, would have provided four years of no layoff protection from July 1, 2011 to June 30, 2015. Instead, the Union notes, without such protection, 24 of its members were laid off for some period of time in 2011. This observation allows the Union to conclude that the State's position that the NP-8 unit "should make the same or greater financial sacrifice as other state employees without the benefit of the job security provisions" should be rejected. The Union asserts that the NP-8 unit members should receive wage increases as set forth in their LBOs, particularly in view of the Union's claim "that they traded off job security for those wage increases."

**Position of the State**

The State asserts that the NP-8 unit members must be regarded as "well compensated in terms of their various economic benefits." According to the State, the average annual salary for members of the bargaining unit as of April 2013 was $77,292, which was then supplemented by annual meal payments of $1,939 and shift differential, weekend differential, and acting shift commander

payments. Further, members of the bargaining unit, the State notes, have the ability to work additional hours and receive overtime payment. The State contends that in relation to the employees that they supervise, members of the NP-8 unit also are "well compensated". It notes that the maximum pay for Captain and Counselor Supervisors is $94,761, with a 2.5% lump sum payment for such employees at the maximum, meaning that they have the potential to receive an additional $2369, totaling an annual salary of $97,130. The State argues that an employee "earning such a significant salary cannot" be considered "unable" to handle the two year wage freeze that was "accepted by many state employees who earn much less." The State claims that the 2009 SEBAC Agreement called for a one year wage freeze and unpaid furlough days and that the NP-8 unit, along with the NP-4 unit, "did not make any wage concessions and did not experience any layoffs or other impacts on existing employees."

The State also maintains that the 2011 SEBAC Agreement which contained a two year period of no wage increases followed by three years of 3% increases was accepted by all units save for the NP-1 State Police unit and the NP-8 unit. These two units, the State maintains, "experienced a small number of layoffs for a short period of time" and, in the final analysis, the job protection agreements for the units who accepted the SEBAC Agreement "have had much less meaning for these two units than many other units and the fact that they do

not have that job protection should not be viewed as warranting pay increases above those of other employees."

It is the State's position that the NP-8 unit should receive the same wage and increment pattern "accepted by dozens of other state bargaining units and more than 50,000 state workers." In advancing this argument, the State asserts that it is significant that the NP-4 unit accepted this "wage and increment pattern" and it is "the unit most closely related to the NP-8 unit."

The State acknowledges that the CSPU arbitration resulted in only a one year of wage freeze rather than two, but the State argues that the Arbitrator should also take into account that the CSPU Unit "had agreed to the wage freeze of the SEBAC 2009 agreement." Moreover, the NP-1 unit, the State asserts, is "not closely related to the NP-8 unit in terms of work locations, working conditions" and the like.

Viewing the Wage History Chart (State Exhibit 13), the State notes that the NP-1 unit and the NP-4 unit both have experienced three years of no general wage increase and no increment since the 2004-05 contract year but the NP-8 unit only had one year of such a wage freeze. Hence, the State asserts that if the NP-8 unit is awarded two years of wage freezes it, in essence, "would be treated similarly to those other two units and better than the rest of the state employee bargaining units."

The State urges the Arbitrator to take into account the ability to pay restrictions as set forth in the evidence placed in the record from OPM Secretary Barnes. In this regard, the State claims that it is clear that the "current administration", upon taking office in January 2011, faced "massive deficits" that prompted the Governor to "seek savings and concessions from the State's workforce." Further, there were tax increases, benefit cuts, and program reductions, enacted by the Legislature, the State notes, to arrive at the constitutional mandate of a balance budget. Efforts have also been made, the State claims, "to control costs and stabilize the state's income." All of these efforts that began in 2011, the State maintains, which include "the wage concessions of the other bargaining units", have in turn "led to the projection of a surplus in the current budget year." Thus, the State claims that, when viewing the ability to pay criterion, the Arbitrator must take into account "the State's situation since 2011 and not merely the small surplus of 2013-2014."

Finally, the State argues that the "cost of living" criterion does not support the wage proposals set forth in the Union's Last Best Offers. The State bases this point on its contention that cost of living "has been relatively low in recent years and is not projected to have any significant change for the remainder of the contract term." The State urges the Arbitrator to award the State's Last Best Offers on all unresolved issues.

**Weisblatt Award On General Wage Increases And Annual Increments.**

Arbitrator Weisblatt addressed general wage increases for the 2012-2013, 2013-2014, and the 2014-2015 contract years. For 2012-2013, both the State and the CSPU submitted LBOs of a zero percent salary increase and thus no general wage increase was awarded. (Weisblatt Award, 38).

For the 2013-2014 contract year, the State sought another zero percent increase in its LBO and the Union's LBO was a two percent increase. Arbitrator Weisblatt awarded the Union its LBO. (Id., 44, 50). In awarding the Union a two percent salary increase for the 2013-2014 contract year, Arbitrator Weisblatt acknowledged that the "bargaining units that agreed to the 2011 SEBAC contract changes received two hard freeze years" but such years, he observed, ""were askew of the duration addressed in this interest arbitration." (Id., 44). He further observed that for fiscal year 2013-2014, the units that were covered by the 2011 SEBAC received a three percent general wage increase. Arbitrator Weisblatt thus noted that the State's "proposal for a second year of a hard freeze is not as rote an application as argued" and there were "countervailing elements of the record." (Id., 45). While he acknowledged the "basic appeal" that "all units must share in an equal number of hard zero years" he nevertheless found that "[t]he fact that 39 bargaining units receive a 3.0% increase in 2013-2014 cannot be ignored." (Id., 45-46). Moreover, Arbitrator Weisblatt found it was "important to note that those bargaining units [covered by the SEBAC 2011] received job security (promise of no layoffs) through June 30, 2015 as a *quid pro quo* for the

hard freeze." (Id., 46, emphasis in original). As Arbitrator Weisblatt observed, the State was "seeking to support a hard zero for the NP-1 unit [CSPU] in a budget year where the Employer has agreed to provide general wage increases to the rest of the workforce." (Id., 47).

Arbitrator Weisblatt also noted that "the State deemed that the budget could sustain increases for 97% of the State employees" which in turn "undermines its contention that the ability to pay criterion restricts this NP-1 unit of about 1,000 employees to a hard freeze." (Id.). Finding that the Union's proposal of the two percent increase was "reasonable" in the context of the State's ability to pay and would also "serve to retain the relative position of bargaining unit compensation in the labor market", Arbitrator Weisblatt, as noted, awarded the Union its LBO. (Id., 48).

For the third contract year of 2014-2015, both the State and the Union submitted LBOs of a three percent increase, which was obviously awarded by Arbitrator Weisblatt. (Id., 58).

On the question of annual increments, for the 2012-2013 contract year, Arbitrator Weisblatt had the State's LBO before him of no increments and the Union's LBO of increments ("steps") to be "on time in accordance with past practice." (Id., 40). Arbitrator Weisblatt stated he was "persuaded by the State's position that the first year of the contract, 2012-2013 should be a 'hard zero', matching the same year in the 2011 SEBAC agreement" which "would dictate

that there be no annual increment movement for the 2012-2013 contract year." (Id.).

For the 2013-2014 contract year, Arbitrator Weisblatt was faced with the State's LBO of no annual increments with the Union's LBO seeking increments delayed by three months and otherwise "in accordance with past practice." (Id., 53). Arbitrator Weisblatt referenced his Award for the general wage increase for the 2013-2014 contract year. (Id.). In awarding the Union's LBO, he observed that the Union's "proposal reflects the reality of the different context of these negotiations without insisting on an unreasonable result." (Id., 54).

Regarding the payment of annual increments for the third contract year of 2014-2015, the State's LBO before Arbitrator Weisblatt was that employees would receive the annual increments delayed by three months whereas the Union sought an annual increment "on time". (Id., 59). According to Arbitrator Weisblatt, "[t]he fact that the 39 other bargaining units have returned to full on time annual increments for 2014-2015 is of great significance to the unit at hand." (Id.). In this contract year, Arbitrator Weisblatt observed, there was "no longer the question of balancing skewed years in establishing the appropriate relationship between this contract package and those of other State bargaining units." (Id.). Finding there was "no compelling evidence" to support the State's LBO, and in light of the statutory factors, the Union's LBO for an annual increment was awarded. (Id., 60).

Finally, as it would pertain to the instant proceeding, Arbitrator Weisblatt was faced with deciding whether the effective date of the annual increments should be changed from July 1 to June 30 "commencing the second year of the contract." (Id., 62). The State's LBO proposed no change while the Union's LBO sought a change whereby "[s]teps previously effective on July 1st of each year shall be effective June 30th of each year beginning on June 30, 2013 and steps previously effective January 1st of each year shall be effective December 30th beginning on December 30, 2013." (Id.). According to Arbitrator Weisblatt, there was evidence "that the time period needed ... for employees to reach the top step of the salary schedule has been at least 11 years" and "in some cases, it has taken as many as 15 years." (Id.). He identified the Union's position "that at least with respect to the expiration year of the contract," its LBO "will provide some employees advancing through the steps with protecting from awaiting an extended contract negotiations process." (Id.). In essence, Arbitrator Weisblatt found the Union's LBO "reasonable on its face" and one that was "supported by the interest and welfare of the employees factor and [one that] ... should not cost the employer additional expense in consideration of the ability to pay factor." (Id., 63-64). Thus, the Union's LBO was awarded.

## Issue 1
## ARTICLE 21 – Compensation
## Section 1(a)

**General Wage Increase for 2012-2013**

**Current contract language:**

**Section 1.** (a) Effective at the start of the pay period including July 1, 2008, the base annual salary for employees and the current salary schedules shall be increased by three percent (3%).

(b) Effective at the start of the pay period following July 1, 2009, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

(c) Effective at the start of the pay period following July 1, 2010, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

(d) Effective at the start of the pay period including July 1, 2011, the base annual salary for employees and the current salary schedules shall be increased by three and one-half (3.5%).

Effective July 1, 2006, the maximum salary for each job classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2006, the maximum salary for the Captain and Counselor Supervisor job classification shall be increased by three percent (3%).

**State's Last Best Offer:**

(a) There shall be no increase in the base annual salary for employees or the current salary schedule during the 2012-13 contract year.

**Union's Last Best Offer:**

**Section 1.** (a) Effective at the start of the pay period including July 1, 2012, the base annual salary for employees and the current salary schedules shall be increased by zero percent (0%).

## Arbitrator's Award

The parties' LBOs reflect that there is no dispute that there will be no general wage increase for 2012-2013 and therefore the language set forth in the State's LBO is accepted.

**The State's LBO is awarded on Issue "1".**

## Issue 2
## ARTICLE 21 – Compensation
## Section 1(a)

**General Wage Increase for 2013-2014**

**Current contract language:**

**Section 1.** (a) Effective at the start of the pay period including July 1, 2008, the base annual salary for employees and the current salary schedules shall be increased by three percent (3%).

(b) Effective at the start of the pay period following July 1, 2009, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

(c) Effective at the start of the pay period following July 1, 2010, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

(d) Effective at the start of the pay period including July 1, 2011, the base annual salary for employees and the current salary schedules shall be increased by three and one-half (3.5%).

Effective July 1, 2006, the maximum salary for each job classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2006, the maximum salary for the Captain and Counselor Supervisor job classification shall be increased by three percent (3%).

**State's Last Best Offer:**

(b) There shall be no increase in the base annual salary for employees or the current salary schedule during the 2013-14 contract year.

**Union's Last Best Offer:**

**Section 1.** (b) Effective at the start of the pay period including October 1, 2013, the base annual salary for employees and the current salary schedules shall be increased by two percent (2%).

## Arbitrator's Award

The Arbitrator has stated his agreement with the reasoning set forth by Arbitrator Weisblatt regarding the State's ability to pay the modest general wage increases and increments to be awarded. This Arbitrator notes that, for the 2013-2014 contract year in the CSPU arbitration, Arbitrator Weisblatt also awarded the Union's its LBO of a two percent salary increase to be effective with the pay period that included October 1, 2013. As set forth above, Arbitrator Weisblatt was essentially confronted with the same arguments by the State as have been advanced in this proceeding as to why the second contract year should also have a zero percent wage increase.

The CSPU unit and the instant unit are not "comparables" as that term is used in the universe of interest arbitration. Nevertheless, the similarities as to how these two units were affected by past SEBAC agreements, particularly the Revised SEBAC 2011 Agreement, provides a "situational comparison" of sorts that highlights the applicability of Arbitrator Weisblatt's rationale in support of awarding the CSPU unit its LBO of a two percent increase, effective with the pay period beginning October 1, 2013, to the award to be rendered herein.[7] The Arbitrator is especially persuaded by the fact that no *quid pro quo* existed between the NP-8 unit and the State whereby a second year of a wage freeze

[7] The Arbitrator would emphasize no finding of "comparability" between the CSPU unit and the NP-8 unit has been made, and that this Award should not be considered precedent that the NP-8 unit should be considered a "comparable" or entitled to "pattern bargaining" with the CSPU NP-1 bargaining unit.

was exchanged for job protection and the fact that, for the 2013-2014 contract year, 39 bargaining units received a three percent increase. Clearly, the impact on the State in terms of its ability to pay, as this Arbitrator previously noted, is not that significant when compared to the number of employees in the 39 other bargaining units and the 1,000 employees in the CPSU unit who have received raises for the contract year in question.

**The Union's LBO is awarded on Issue "2".**

## Issue 3
## ARTICLE 21 – Compensation
## Section 1(a)

**General Wage Increase for 2014-2015**

**Current contract language:**

**Section 1.** (a) Effective at the start of the pay period including July 1, 2008, the base annual salary for employees and the current salary schedules shall be increased by three percent (3%).

(b) Effective at the start of the pay period following July 1, 2009, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

(c) Effective at the start of the pay period following July 1, 2010, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

(d) Effective at the start of the pay period including July 1, 2011, the base annual salary for employees and the current salary schedules shall be increased by three and one-half (3.5%).

Effective July 1, 2006, the maximum salary for each job classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2006, the maximum salary for the Captain and Counselor Supervisor job classification shall be increased by three percent (3%).

**State's Last Best Offer:**

(c) Effective at the start of the pay period that includes July 1, 2014, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

**Union's Last Best Offer:**

**Section 1.** (c) Effective at the start of the pay period including July 1, 2014, the base annual salary for employees and the current salary schedules shall be increased by three percent (3%).

## Arbitrator's Award

As is evident from the parties' LBOs, this issue is resolved and the LBOs, in fact, are identical.

**Issue "3" is resolved as follows: Section 1. (c) Effective at the start of the pay period including July 1, 2014, the base annual salary for employees and the current salary schedules shall be increased by three percent (3%).**

## Issue 4
## ARTICLE 21 – Compensation
## Section 8. Annual Increments

**Annual Increments – 2012-2013**

**Current contract language:**

(c) (1) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2008-2009 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

(c) (2) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2009-2010 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

(c) (3) Annual Increments 2010 - 2011. Employees will be eligible for and receive annual increments in accordance with existing practice.

(c) (4) Annual Increments 2011 - 2012. Employees will be eligible for and receive annual increments in accordance with existing practice.

**State's Last Best Offer:**

(c) (1) There shall be no payment of annual increments for the 2012-2013 contract year.

**Union's Last Best Offer:**

(c) (1) Annual Increments 2012 - 2013. Employees will be eligible for and receive annual increments in accordance with existing practice.

## Arbitrator's Award

The State's position that a hard zero is needed for this contract year, as Arbitrator Weisblatt observed in his Award (Weisblatt Award, 40), is supported not only by the fact that 39 bargaining units accepted a hard zero for this contract year but that there is persuasive evidence that the State has experienced, in the words of Arbitrator Weisblatt, "a substantial fiscal crisis affecting its ability to pay." (Id.). As Arbitrator Weisblatt noted, the State "addressed its financial problems through a multi-faceted approach to revenues and expenditures", such that "[t]he implementation of a hard freeze for bargaining unit in 2012-2013 is a critical element of the State's efforts to address the fiscal problems on the spending side." (Id., 40-41).

This Arbitrator is in full agreement with the reasoning employed by Arbitrator Weisblatt and there in nothing in the instant record that would lead this Arbitrator to a different conclusion. The evidence in the record of the State's continuing fiscal improvements (See Union Exhibit 1) cannot detract from the need for the hard zero in the 2012-2013 contract year.

**The State's LBO is awarded on Issue "4".**

## Issue 5
## ARTICLE 21 – Compensation
## Section 8. Annual Increments

**Annual Increments – 2013-2014**

**Current contract language:**

(c) (1) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2008-2009 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

(c) (2) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2009-2010 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

(c) (3) Annual Increments 2010 - 2011. Employees will be eligible for and receive annual increments in accordance with existing practice.

(c) (4) Annual Increments 2011 - 2012. Employees will be eligible for and receive annual increments in accordance with existing practice.

**State's Last Best Offer:**

(c) (2) There shall be no payment of annual increments for the 2013-2014 contract year.

**Union's Last Best Offer:**

(c) (2) Annual Increments 2013 - 2014. Employees will be eligible for and receive annual increments in accordance with existing practice, except that they shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1 (for those with July increments) or April 1 (for those with January increments).

## Arbitrator's Award

This Arbitrator finds that the language in the Union's LBO which delays the annual increment by three months is significant. As Arbitrator Weisblatt observed regarding an identical LBO for the same contract year advanced by the CSPU unit, the LBO "reflects a reasonable effort by the Union to bridge the conflicting aspects of the record herein" where the 39 bargaining units who had received no annual increment for two years received an "on time" annual increment for 2013-2014. (Id., 54). Arbitrator Weisblatt's conclusion that the LBO of the CSPU unit represented "a compelling position that the more reasonable result would be something between the denial of annual increments proposed by the State and the full application of these step increases as realized by the other bargaining units" is fully applicable herein. (Id.) The Arbitrator is also persuaded that the granting of delayed step increases set forth in the Union's LBO is justified by the record and the statutory factors.

**The Union's LBO is awarded on Issue "5".**

## Issue 6
## ARTICLE 21 – Compensation
## Section 8. Annual Increments

### Annual Increments – 2014-2015

**Current contract language:**

(c) (1) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2008-2009 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

(c) (2) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2009-2010 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

(c) (3) Annual Increments 2010 - 2011. Employees will be eligible for and receive annual increments in accordance with existing practice.

(c) (4) Annual Increments 2011 - 2012. Employees will be eligible for and receive annual increments in accordance with existing practice.

**State's Last Best Offer:**

(c) (3) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2014-2015 contract year in accordance with existing practice, except that they shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1 (for those with July increments) or April 1 (for those with January increments).

**Union's Last Best Offer:**

(c)(3) Annual Increments 2014-15. Employees will be eligible for and receive annual increments in accordance with existing practice.

**Arbitrator's Award**

As Arbitrator Weisblatt observed, "the 39 other bargaining units have returned to full on time annual increments for 2014-2015," which he accurately found to be "of great significance to the unit at hand." (Id., 59). Similarly, the Arbitrator finds this fact to be of "great significance" to the NP-8 unit. The ability to pay criterion does not call for an acceptance of the State's LBO on a record reflecting that the State's "voluntary agreements with 97% of its employees accepting a standard on time AI [constitutes] ... evidence that it believes that result to be within its ability to pay." (Id., 60). The Arbitrator, in fact, finds no particular justification for the State's LBO and is persuaded that the record and the applicable statutory factors compel awarding the Union its LBO on this issue.

**The Union's LBO is awarded on Issue "6".**

## Issue 7
## ARTICLE 21 – Compensation
## Section 8. Annual Increments

**Annual Increments – 2014-2015**

**Current Contract Language:**

**Section 8. Annual Increments.** (a) An employee's annual increment date will be the date that an employee receives a salary advancement in the salary range.

All employees who become Lieutenants or Training Officers after December 3, 2001 will keep the annual increment date they had while a member of the Correctional bargaining unit (NP-4). All employees who were members of the bargaining unit on or before December 3, 2001 shall revert to the annual increment date they had when they were members of the Correctional bargaining unit (NP-4). All employees who became state employees for the first time as members of this bargaining unit will have their annual increment date determined in accordance with existing state practice.

Notwithstanding the prior paragraph, employees who were in the classifications of Captain or Counselor Supervisor on or before October 17, 2005 will have a July increment date. Employees appointed to the Captain or Counselor Supervisor classifications on or after October 18, 2005 will keep the annual increment date that they had in their prior job title.

(b) The value of the salary advancement in the salary range on the employee's annual increment or anniversary date shall be three percent (3%).

**State's Last Best Offer:**

No change in current language.

**Union's Last Best Offer:**

Add new provision. Annual increments previously effective on July 1st of each year shall be effective June 30th of each year beginning on June 30, 2013 and annual increments previously effective January 1st of each year shall be effective December 30th beginning on December 30, 2013.

**Arbitrator's Award**

Arbitrator Weisblatt's Award also shines light on the path the Arbitrator finds most reasonable to take on this issue. Arbitrator Weisblatt awarded essentially an identical LBO to the CSPU unit, finding it would "protect annual increments for those employees with contractual expectations of step movement one day following the last day of the contract duration" and that the proposal was otherwise "reasonable on its face" with no predictable "costs" to the State. (Id., 63-64). This reasoning can be applied with equal force to the record herein.

**The Union's LBO is awarded on Issue "7".**

## CONCLUSION

The resolution of the impasse dispute herein has been accomplished through the selection and awarding of the more reasonable last best offer, on an issue-by-issue basis, as provided for by statute, Connecticut General Statutes Section 5-276a. The evidence and arguments have been carefully considered in light of the factors set forth in Section 5-276a(a)(5) in order to determine the last best offer awarded with respect to each issue presented.

STATE OF NEW YORK )
COUNTY OF ALBANY ) ss:

I, Jeffrey M. Selchick, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is my Decision and Award.

Dated: February 27, 2014
Albany, New York

JEFFREY M. SELCHICK, ESQ.
ARBITRATOR

# ATTACHMENT 1

# STATE OF CONNECTICUT
# AND
# CSEA, SEIU LOCAL 2001
# CORRECTION SUPERVISORS COUNCIL (NP-8 UNIT)

## RESOLVED CONTRACT LANGUAGE
## COLLECTIVE BARGAINING AGREEMENT
## JULY 1, 2012 TO JUNE 30, 2015

State of Connecticut

-and-

CSEA, SEIU Local 2001
Correction Supervisors Council (NP-8 Unit)

# Interest Arbitration

# Collective Bargaining Agreement

# July 1, 2012 to June 30, 2015

## Resolved Contract Language

February 6, 2014

## PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations, hereinafter called "the State" or "Employer," and the CONNECTICUT STATE EMPLOYEES ASSOCIATION, SEIU LOCAL 2001, hereinafter called "the Union," hereby agree as follows:

## ARTICLE 1 - RECOGNITION

**Section 1.** The State of Connecticut recognizes the Connecticut State Employees Association as the exclusive bargaining representative of the State employees classified as Correctional Lieutenants and Correctional Training Officers in accordance with the agreement reached by the parties on November 29, 2001 and finalized on December 3, 2001 (Case No. SE-22,766) and as modified by the State Board of Labor Relations on October 17, 2005 (Case No. SE-25,551, Decision No. 4094) to include the Correctional Captains and Correctional Counselor Supervisors.

**Section 2.** This Agreement shall cover only those employees whose job titles fall within the certification above. It shall not apply to nonpermanent employees who are appointed to nonpermanent temporary, emergency, or seasonal positions nor to durational positions of six (6) months or less. Employees appointed originally on a provisional basis and/or employees appointed to durational positions established for six (6) months or more shall be covered by this agreement but shall have no right to appeal from termination due to expiration of position or failure to successfully complete the required examination process.

**Section 3.** Provisional employees are employees who are initially appointed to permanent positions pending state examination or examination results. Provisional appointees are subject to the requirements of the merit system in all respects, including but not limited to certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination of employment without right of appeal except as provided by the merit system. In all other respects, provisional employees are subject to the provisions of this Agreement and can utilize all benefits as if they were initially appointed as permanent full-time employees. Seniority shall be retroactive to the date of last hire upon successful completion of the working test period.

**Section 4.** A temporary employee is defined as an employee who is hired to fill a temporary, durational or emergency position of six (6) months duration or the length of leave of absence of the employee replaced, whichever is longer. Due to the nature of temporary employment, temporary employees cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal. In other respects, this Agreement shall apply to a temporary employee after completion of six (6) months of continuous service.

## ARTICLE 2 - ENTIRE AGREEMENT

This Agreement, upon legislative approval and ratification, supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement.

Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE 3 - NON-DISCRIMINATION

**Section 1.** The parties agree that neither shall discriminate against any employee, except on the basis of bona fide qualifications.

**Section 2.** Neither party shall discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the exclusive bargaining agent.

**Section 3.** The parties agree that the Labor Management Committee is an appropriate forum to discuss affirmative action issues.

## ARTICLE 4 - NO STRIKES/NO LOCKOUTS

**Section 1**. Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.

**Section 2.** The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

**Section 3**. The employer agrees that during the life of this Agreement there shall be no lockouts.

## ARTICLE 5 - MANAGEMENT RIGHTS

**Section 1.** Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to: establishing standards of productivity and performance of its employees; determining the mission of an Agency and the methods and means necessary to fulfill that mission, including the contracting out of, or discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

**Section 2.** Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly subject to the grievance procedure.

## ARTICLE 6 - EMPLOYEE BILL OF RIGHTS

Each employee shall be expected to render a full and fair day's work in an atmosphere of mutual respect and dignity, and free from significant abusive and/or arbitrary conduct by supervisors.

## ARTICLE 7 - UNION SECURITY AND PAYROLL DEDUCTIONS

**Section 1.** Union dues and initiation fees, if any, shall be deducted by the State Employer biweekly from the paycheck of each employee who signs and remits to the State Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

**Section 2.** An employee covered by this Agreement who is not a member of the Union is required, as a condition of employment, to pay to the Union an amount equal to the regular dues, fees and assessments that a member is charged.

**Section 3.** (a) Any employee in the bargaining unit covered by this Agreement who fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee.

(b) The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona-fide religious sect shall have his/her

agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and State, provided that the employee submits such objection in writing to the Union.

(c) The amount of dues or agency service fees deducted under this Article shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deduction is made together with a list of names of employees for whom any such deduction is made.

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

(e) The Union agrees to indemnify the State Employer for its damages or cost incurred in defense of actions taken under this Section by the State.

**Section 4.** In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund.

**Section 5.** The State shall furnish the Union on a quarterly basis reports containing the following information sorted by facility:

(a) New hires into Bargaining Unit, their classification, Social Security number, and address.

(b) Re-employed workers into the Bargaining Unit, their classification, Social Security number, address, and date of hire.

(c) Employees separated from the Bargaining Unit and date of separation.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

Ellen Carter 7/29/13
**For the State** **Date**

## ARTICLE 8 - UNION RIGHTS

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

The Union shall not have access to privileged or confidential information.

**Section 2. Bulletin Board.** (a) The State shall furnish a minimum of one (1) bulletin board at each institution which the Union may utilize for their announcements and Union material. The Union shall be provided a key for access to the bulletin board at institutions where such boards are presently locked. The State reserves the right to have the Union remove material that is of a partisan, political nature or is inflammatory, or derogatory to the State Employer or any of its officers or employees. After the material in question is removed, the Union shall have the right to grieve and to arbitrate.

(b) Agency bargaining unit vacancies, including promotional opportunities within the bargaining unit, shall be posted at least ten (10) calendar days prior to the closing date of the promotional position.

(c) Notices of vacancies shall also be sent to CSEA at the same time they are posted.

**Section 3. Access to Premises.** Union Staff Representatives and officials shall be permitted to enter the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

**Section 4. Use of Employer Facilities.** (a) The Department will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the Department.

(b) The Employer will permit the Union to leave handouts in specified areas and to allow the Union to use mailboxes where available. Employees will be allowed to carry Union mail between institutions as long as this does not interfere with the performance of duties.

**Section 5. Union Business Leave.** (a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency.

The parties recognize that two (2) weeks advance notice for union business leave may not always be possible or practical. Accordingly, the State Office of Labor Relations may grant leave

with less than two (2) weeks' notice as long as such leave does not adversely affect agency operational needs. The Union will strive to provide as much advance notice as possible under these circumstances.

A bank of seventy (70) days is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

(b) One (1) employee 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 (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position at least equal to the former position in pay, benefits and duties, with no loss of seniority, at the rates in force at the time of return from such leave. The employee shall be entitled to buy back retirement credits for that period of time specified above. Time utilized for this purpose shall not be charged to the bank of hours outlined in subsection (a) of this Section.

**Section 6. Stewards.** (a) The Union shall furnish the Employer with a list of stewards authorized to represent the Union within sixty (60) days from the date of execution of this Agreement. Such list shall be updated quarterly. The Union shall be entitled to forty (40) stewards and shall endeavor to have one (1) Union Steward per correctional institution and four (4) Union Stewards to represent all other non-institution personnel.

(b) Stewards will notify their Unit Administrator or his/her designee when they desire to leave their work assignments to carry out their duties in connection with this Article. Permission to leave will be granted by the Unit Administrator or his/her designee unless the work situation or an emergency dictates otherwise. Requests by stewards to meet with employees and/or employees to meet with stewards must state the name of the employee involved, his/her work location, and the expected time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job, and will suffer no loss of pay or other benefits as a result of this Section.

**Section 7.** Permission to enter the premises or to conduct representational business during working hours may be denied or revoked in emergency circumstances.

**Section 8.** Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

**Section 9. Use of Telecommunication Equipment.** Where pay telephones are reasonably available, Union stewards shall use such telephones for Union business calls. If pay telephones are not reasonably available, the State will allow stewards to use the State's telephones for Union business, provided that the calls are of short duration and that long distance

calls are not charged to the State. The Union will cooperate in preventing abuse of this Section.

**Section 10. Superseniority for Stewards.** For the purposes of layoff and involuntary transfers, Stewards shall have the highest seniority in their respective classifications.

**Section 11.** The Council President may wear a pager in the facilities.

**Section 12.** The Council President may at his or her option work a 5/2 schedule.

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13 — **For the Union** — **Date**

10/28/13 — **For the State** — **Date**

## ARTICLE 9 - PERSONNEL FILES

**Section 1.** An employee has on site access to his/her personnel file upon written notice to the Department's Personnel Office.

**Section 2.** Within ten (10) days of receipt of such notice the personnel file will be made available to the employee at the convenience of the facility.

**Section 3.** The Union may have access to any employee's personnel file upon presentation of written authorization by the appropriate employee at the location of the normal keeping of the employee's personnel file.

**Section 4.** Copies made of the contents of an employee's personnel file shall be charged at the applicable Freedom of Information rates.

**Section 5.** Review and/or copying of any personnel files shall be done in the presence of a Department designee.

**Section 6.** (a) No anonymous material concerning an employee shall be placed in his/her personnel file, nor shall any new material derogatory to an employee be placed in the file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a Union steward will sign the material and be provided a copy.

(b) An employee may file a written rebuttal to any derogatory material placed in the file within one (1) month of receipt of such material.

(c) Any derogatory material ~~**or counseling letters**~~ not subsequently referenced or merged in a service rating shall be removed after eighteen (18) months, unless related disciplinary action is taken.

**(d) Counseling or coaching letters shall not be placed in an employee's personnel file.**

**Section 7.** Employees may submit an award or commendation to their personnel officer for placement in their official personnel file.

**Section 8.** Personnel files of bargaining unit employees shall not be subject to disclosure under the State's Freedom of Information Act where the request for disclosure is made by an inmate or made by someone on behalf of an inmate.

10/08/13
**For the Union** **Date**

Ellen Carter 10/29/13
**For the State** **Date**

## ARTICLE 10 - SERVICE RATINGS

**Section 1.** Service ratings are evaluations of work performance. Service ratings issued during a working test period are not subject to the grievance or arbitration procedure.

**Section 2.** Annual service ratings shall be conducted (rated) by the employee's immediate supervisor(s) who has observed the employee's performance for six months or more. If this is not the case, the rater shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and if [s]he has observed the employee for more than six months, shall conduct the service rating; if the predecessor is not available, the next level supervisor, in consultation with the immediate supervisor shall conduct the service evaluation. Consistent standards of rating shall be made known to the bargaining unit and all raters. Raters shall make a good faith effort to apply such standards uniformly in all ratings.

**Section 3.** An overall unsatisfactory annual service rating may be grounds for denial of an annual increment and may also be considered for promotions.

**Section 4.** Service ratings shall not contain comments which are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

**Section 5.** No comments may be added to the service rating after it has been signed by the employee.

**Section 6.** Employees shall be given copies of their completed service ratings.

**Section 7.** Service rating shall be filed by the appointing authority in compliance with Regulation 5-237-1. The form shall be made Appendix A of this Agreement.

The service rating form referenced in Article 10 Section 7 and contained in Appendix A shall be revised so that the category of "Appearance" is shifted to the last of the categories.

**Section 8. Determination of an overall rating.** (a) Five or more ratings of excellent, with no needs improvement or unsatisfactory ratings will equal an overall excellent rating. Four ratings of excellent with four ratings of fully successful equal an overall fully successful rating. Each category shall be rated independently from the other categories. The rating shall be completed by the immediate supervisor(s), reviewed by the unit head and agency designee and then presented to the employee.

(b) A rating of unsatisfactory in one (1) category or a needs improvement in two (2) categories may constitute an overall unsatisfactory service rating. A rating of needs improvement in one (1) category may constitute an overall needs improvement rating. When an employee is rated unsatisfactory in any category, the rater shall state the reason(s), and if practicable, suggestions for improvement. Overall needs improvement and unsatisfactory service ratings must be discussed with the employee at an informal meeting to be scheduled by the rating

supervisor, normally within seven (7) days after the employee has seen and signed the rating form. An employee's signature on the rating form shall serve as confirmation that the employee has seen the rating and not as an indication that the employee agrees with the rating.

**Section 9. Grieving and Arbitrating Service Ratings.** Unsatisfactory service ratings and service ratings that may have an adverse employment consequence shall be subject to the grievance and arbitration procedure. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the rater in applying the relevant rating standards unless the rater can be shown to have acted arbitrarily or capriciously.

**NO CHANGE IN CURRENT LANGUAGE.**

11/13/13
**For the Union** **Date**

Ellen Carter 11/13/13
**For the State** **Date**

## ARTICLE 11 - TUITION REIMBURSEMENT

**Section 1.** Any employee who has completed his/her Initial Working Test Period and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of **three (3) courses or** twelve (12) credits or the equivalent per year.

**Section 2.** **UNRESOLVED.**

**Section 3.** Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive a maximum tuition reimbursement as follows:

(a) For credit courses at accredited institutions of higher education, including distance learning courses offered by such institutions, seventy-five percent (75%) of the per credit rate, including fees, for undergraduate and graduate courses at the University of Connecticut at Storrs.

(b) For other courses or programs, fifty percent (50%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs.

6/26/13
**For the Union** **Date**

Ellen Carter 6/26/13
**For the State** **Date**

## ARTICLE 11 - TUITION REIMBURSEMENT

Section 2. There shall be $20,000 appropriated each fiscal year of this Agreement for the purpose of tuition reimbursement. Funds that are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the tuition reimbursement fund will expire on expiration of the Agreement. The previous sentence notwithstanding, applications for tuition reimbursement that are submitted and approved within the final six (6) months of this Agreement may be paid with any remaining available funds, up to three months following the expiration of this Agreement.

**NO CHANGE IN CURRENT LANGUAGE**

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## ARTICLE 12 - WORKSHOP AND CONFERENCE FUND

**Section 1.** The Training Committee established in Article 13 shall administer a fund for defraying expenses incurred for attendance by employees who have completed the working test period in a bargaining unit title at professional seminars, workshops or conferences. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

**Section 2.** The Committee will meet quarterly. Time off for attendance at the committee meetings will be without loss of pay or benefits, but shall not exceed one (1) day per calendar quarter of release.

**Section 3.** There shall be $5,000 [UNRESOLVED] appropriated each fiscal year of this Agreement for the purposes outlined in Section 1 above. Funds that are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the fund will expire on expiration of the Agreement.

**Section 4.** Each eligible employee shall be entitled to a maximum of Six Hundred Dollars ($600) reimbursement per contract year toward the cost of fees, travel, food, and/or lodging related to attendance at such events. **An employee may use the fund once in a two year period for an expenditure in excess of $600 but not greater than $1200. Use of the fund for expenditures of less than $600 will not entitle the employee to use the fund for an additional expenditure in excess of $600 in any two-year period (no carry over credit).** Reimbursement shall be consistent **with** standard state travel regulations. Employees who attend training herein will also continue to receive regular pay and benefits.

8/9/13
**For the Union** **Date**

Ellen Carter 8/9/13
**For the State** **Date**

## ARTICLE 13 -- TRAINING

**Section 1.** The Employer recognizes the need to provide relevant training for each new employee and on-the-job training.

**Section 2.** In furtherance of the objectives in Section One, in addition to local training committees, a Training Committee shall be appointed, composed of two (2) bargaining unit members and two (2) management representatives. This committee will meet quarterly and its objective is to review the training needs of the department and to recommend to the Commissioner of Correction training programs in light of ACA accreditation standards.

The determination to implement these programs, including their length and duration, or not to implement the training programs rests with the Commissioner of Correction.

**Section 3. New Supervisor Orientation.** New bargaining unit employees shall be required to attend orientation training. During such training they will be required to attend sessions on the schedule established, for which they shall receive the normal bi-weekly salary appropriate to their job classification. Their duty station shall be considered the training site for the duration of the program.

**Section 4. Training - Work Schedule.** Training will be scheduled during normal working hours when, in management judgment, it is practical to do so. Training required by the State in addition to regular duty time shall be considered time worked for overtime purposes, except as provided otherwise under Section 3.

**Section 5. New Supervisor Union Orientation.** The Employer shall provide the Union with one (1) hour per training class to address the same on the matters concerning the Union. The one (1) hour shall take place at the start of the shift on the last Wednesday of each class. The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

**Section 6. New facility orientation.** An employee who is transferred to a new facility shall receive a two-week facility orientation and training, except the orientation and training shall be only one week if he/she had previously worked in that facility within the last five years.

**NEW Section 7.** Employees newly promoted into the bargaining unit shall receive a two-week facility orientation and training.

Employees promoted within the bargaining unit shall receive a one-week facility orientation and training except that the orientation and training may be up to two weeks if the employee was promoted from a different facility and he/she requests additional orientation/training that is approved by the facility administrator.

10/28/13
**For the Union** **Date**

Ellen Carter 10/28/13
**For the State** **Date**

## ARTICLE 14 - WORKING TEST PERIOD

**Section 1.** 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. The Working Test Period shall be for six (6) months. A Working Test Period may with the approval of the Commissioner of Correction be extended for a defined period of time not to exceed three (3) additional months.

**Section 2.** Evaluations of the performance during the Working Test Period shall be on a monthly basis and shall not be subject to any appeal procedures including the grievance and arbitration provisions of this Agreement.

**Section 3. Failure of Supervisory Training Program.** The employee shall be required to attend a supervisory training program as required by the Agency. Failure to complete this training may be considered as a failure of the Working Test Period.

**Section 4.** Failure of a promotional Working Test Period shall be subject to the grievance procedure provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification. The employee may grieve the failure of a promotional working test period to Step III of the grievance procedure; the Office of Labor Relations response at Step III shall be final and binding.

If an employee fails a promotional Working Test Period in the classification of **Correctional Training Officer** and was promoted from the position of Correctional Lieutenant, he/she shall be returned to the position of Correctional Lieutenant. If a Correctional Training Officer was not promoted from a position of Correctional Lieutenant, a Correctional Training Officer may at the discretion of the Office of Policy and Management, have his/her position reclassified to the position he/she held prior to his/her promotion. If the department has a vacancy in the position that the Correctional Training Officer held prior to his/her promotion to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position he/she held prior to his/her promotion for which he/she will have statutory reemployment rights.

A **Correctional Lieutenant** who fails his/her Working Test Period, may, at the discretion of the Office of Policy and Management, have his/her position reclassified to his/her former classification. If the Department has a vacancy for his/her former classification at the time of the failure of the promotional Working Test Period to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent the approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position of his/her former classification for which he/she will have statutory reemployment rights.

**Correctional Captain.** If an employee fails a promotional Working Test Period in the classification of Correctional Captain and was promoted from the position of Correctional Lieutenant, he/she shall be returned to the position of Correctional Lieutenant. If a Correctional Captain was not promoted from a position of Correctional Lieutenant, a Correctional Captain may at the discretion of the Office of Policy and Management, have his/her position reclassified to the position he/she held prior to his/her promotion. If the department has a vacancy in the position that the Correctional Captain held prior to his/her promotion to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position he/she held prior to his/her promotion for which he/she will have statutory reemployment rights.

**Correctional Counselor Supervisor.** A Correctional Counselor Supervisor who fails his/her Working Test Period, may, at the discretion of the Office of Policy and Management, have his/her position reclassified to his/her former classification. If the Department has a vacancy for his/her former classification at the time of the failure of the promotional Working Test Period to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent the approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for his/her former classification for which he/she will have statutory reemployment rights.

**Section 5. Credit for provisional appointment.** (a) Upon appointment from the certified list, an employee who was provisionally promoted shall have up to, but not more than, three (3) months of such service credited toward meeting the Working Test Period requirements, provided that such service has been satisfactory in the judgment of the appointing authority.

(b) A permanent employee who is provisionally promoted shall be paid at the rate for the higher class as if permanently promoted thereto.

**NO CHANGE IN CURRENT LANGUAGE.**

11/13/13 — **For the Union** — **Date**

Ellen Carter 11/13/13 — **For the State** — **Date**

## ARTICLE 15 - SENIORITY

**Section 1.** Seniority will be considered for all purposes other than those defined in Section Two as total service in an employee's current job classification. A tie in seniority under this section would be determined based on total state service and if still tied by lowest employee number.

**Section 2.** For the purpose of computing layoff and reemployment rights, longevity and leave accruals, seniority shall be defined as total state service in addition to any credited war service.

**Section 3.** Seniority under Sections One and Two of this Article shall be deemed broken by resignation, dismissal, retirement or failure to report for five (5) consecutive working days without authorization.

**Section 4.** Employees who resign and are reinstated in the same classification within one (1) year from the date of resignation shall have credit for seniority up to the break in service restored.

**Section 5.** A Seniority list shall be provided to the Union on a quarterly basis.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

Ellen Carter 7/29/13
**For the State** **Date**

# ARTICLE 16 - ORDER OF LAYOFF AND REEMPLOYMENT

**Section 1.** A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work, economic necessity, insufficient appropriation, departmental reorganization or abolition of position.

**Section 2.** For purposes of layoff selection within a classification, seniority as defined in Article 15, Section 2 shall prevail. The least senior employee in the agency, by classification, shall be selected for layoff.

In the event of a layoff within a job classification, temporary employees and employees who have not completed their working test period shall be laid off first.

If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

**Section 3.** When the employing agency determines a layoff is necessary, the agency will identify the specific individuals by job classification to be impacted. The incumbent(s) within these classes shall be provided written notice of layoff at least six (6) weeks prior to the layoff date. A copy of the notice will be simultaneously provided to the Union.

During the six (6) week notice period referenced above, the Employer shall meet with the Union to discuss possible alternatives to the layoffs. If there are no alternatives to layoffs, the parties shall discuss and develop procedures to backfill vacancies throughout the department caused by the layoffs. If the parties cannot agree on the appropriate procedures to backfill a vacancy caused by the layoff(s), within two (2) weeks prior to the actual layoff, the Employer reserves the right to involuntarily transfer the least senior employee at the facility affected by the position reduction(s).

**When the closing of a facility will be causing layoffs and/or transfers, the affected employees at the closing facility shall be allowed a ten (10) day period to place their names on the existing transfer list and shall be eligible for transfer as of the end of the ten day period, notwithstanding the normal transfer list deadlines in Article 20.**

**Section 4. Bumping.** In lieu of layoff an employee electing an option to bump shall exercise such bump as follows:

The employee shall bump the least senior employee in the next lower classification within the bargaining unit provided the employee had attained permanent status in the lower classification. The bump shall proceed through lower classifications in the bargaining unit if so required.

An employee in lieu of layoff or exercising bumping rights shall be offered the opportunity to be assigned to a funded, approved vacancy in the same or comparable classification within the Agency.

The employee who is displaced by the employee noticed for layoff shall have the same bumping rights as described above. However, such rights must be elected within two (2) workdays of notice of being bumped.

In all cases the bumper shall be paid for services in a lower class at the lower rate of pay which he or she would have arrived at had he or she been serving in the lower instead of the higher classification.

**Section 5. Reemployment List.** The names of permanent employees who are eligible for reemployment shall be arranged on appropriate reemployment lists in order of seniority as provided for in Article 15, Section 2, and shall remain thereon for a period of three (3) years.

Employees shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly had permanent status or which are deemed comparable. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class or classes for which his/her name is entered upon a reemployment list, he/she shall remain eligible for certification from the latter list.

An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same salary adjusted for any wage increases in such group as he/she held when he/she last worked in State service. An employee so appointed to a position in a lower salary group will be appointed at the same step or salary adjusted for any wage increases in the lower salary group as he/she held when he/she last worked in State service.

There shall be no appointment from outside the bargaining unit or State service until laid off employees eligible for rehire and qualified for the position involved are offered reemployment.

**Section 6.** Employees laid off under this Article shall have the right to participate in the SEBAC Placement and Retraining Process.

**Section 7. Impact on Contracting Out.** (a) During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State Employer of its right to contract out.

(b) The State Employer will be deemed in compliance with this Section if:

(1) the employee is offered a transfer to the same or similar position in which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

**Section 8.** When addressing questions of positions to be considered as comparable the

2011 comparability listings promulgated by the Department of Administrative Services (DAS) ~~dated October 1995~~ shall be utilized. As new classifications are established or existing classifications are restructured DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the 2011 ~~October 1995~~ comparability tables.

**POSSIBLE NEW PROVISION**

10/28/13

**For the Union** **Date**

**UNRESOLVED**

10/28/13

**For the State** **Date**

## ARTICLE 16 - ORDER OF LAYOFF AND REEMPLOYMENT

**Section 3.** When the employing agency determines a layoff is necessary, the agency will identify the specific individuals by job classification to be impacted. The incumbent(s) within these classes shall be provided written notice of layoff at least six (6) weeks prior to the layoff date. A copy of the notice will be simultaneously provided to the Union.

During the six (6) week notice period referenced above, the Employer shall meet with the Union to discuss possible alternatives to the layoffs. If there are no alternatives to layoffs, the parties shall discuss and develop procedures to backfill vacancies throughout the department caused by the layoffs. If the parties cannot agree on the appropriate procedures to backfill a vacancy caused by the layoff(s), within two (2) weeks prior to the actual layoff, the Employer reserves the right to involuntarily transfer the least senior employee at the facility affected by the position reduction(s).

**When the closing of a facility will be causing layoffs and/or transfers, the affected employees at the closing facility shall be allowed a ten (10) day period to place their names on the existing transfer list and shall be eligible for transfer as of the end of the ten day period, notwithstanding the normal transfer list deadlines in Article 20.**

**Section 8.** When addressing questions of positions to be considered as comparable the **2011** comparability listings promulgated by the Department of Administrative Services (DAS) ~~dated October 1995~~ shall be utilized. As new classifications are established or existing classifications are restructured DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the **2011** ~~October 1995~~ comparability tables.

7/29/13 7/29/13

For the Union For the State

# ARTICLE 17 - GRIEVANCE PROCEDURE

**Section 1. Definition.** A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

**Section 2. Format.** Grievances shall be filed on mutually agreed forms which specify:
(a) **the name of the affected employee(s) and the agency and work location(s);**
(b) ~~(a)~~ the facts;
(c) ~~(b)~~ the issue;
(d) ~~(c)~~ the date of the violation alleged;
(e) ~~(d)~~ the controlling contract provision;
(f) (e) the remedy or relief sought.

**The union representative or steward shall make his/her best effort to clearly and completely fill out the grievance form and to include the specified information.** In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his/her best efforts to handle the grievance as he/she understands it.

**Section 3.** A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. When an individual employee or group of employees elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

**Section 4. Informal Resolutions.** The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is, therefore, urged that the parties attempt informal resolution of all disputes and avoid the formal procedures.

**Section 5.** A grievance shall be deemed waived unless submitted to the first step of the grievance procedure as applicable herein within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. In determining whether a grievance shall be deemed arbitrable when a jurisdictional issue is raised as a bar to arbitrability, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy."

**Section 6. The Grievance Procedure.**

**Step I.** A grievance may be submitted within the period specified in Section Five to the employee's Unit Administrator or managerial designee who is outside the bargaining unit. Such supervisor shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after the

submission of the Grievance.

**Step II. Agency Head or Designee.** When the answer at Step I does not resolve the grievance or when the parties agree that the issue is more properly addressed at Step II, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the Step I response or, in the case of a grievance ripe for submission directly to Step II, within the period specified in Section 5. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or his/her representative and a written response issued within five (5) working days thereafter.

**Step III. Office of Labor Relations or Designee.** The parties acknowledge that orderly administration of the contract grievance procedure requires the Director of the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Director of the Office of Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said Director within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section 5. Said Director or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

**Step IV. Arbitration.** Within ten (10) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within seven (7) days after the expiration of the thirty (30) 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.

**Mediation.** If mutually agreed upon by the parties, an unresolved grievance filed for arbitration shall be submitted to a pre-arbitration mediation meeting. The mediation shall be conducted by a mutually acceptable mediator selected by the parties and shall be understood to be a non-binding process. The mediation shall be scheduled within forty-five days, if practicable, after the parties have agreed to mediation. The costs of the mediation shall be shared equally between the State and the Union.

**Section 7.** For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps hereinbefore cited.

**Section 8.** In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State employees answer had been timely filed on the last day. The grievant or the Union assents to the last attempted resolution by failing to appeal said decision in a timely manner, or by accepting said decision in writing.

**Section 9. Arbitration Process.**

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

**[Incorporated from Memorandum of Understanding - Grievance Procedure]**

In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet **quarterly or as needed** regularly to schedule those grievances submitted for arbitration per Section 9(a). The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available. The scheduling meeting may involve other CSEA represented units, **if the parties so agree** if the same arbitrator is on more than one panel. This shall not preclude the use of the existing scheduling process when there are a limited number of pending cases to be scheduled. **When scheduling grievance(s) with the identified arbitrator, the parties will endeavor to expedite cases of dismissals, demotions or other cases as mutually agreed.**

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The submission shall specify the arbitrator must be available to schedule the case within sixty (60) days of appointment. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

In cases of dismissals, demotions, or suspensions, in excess of five (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining

process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

**Section 10.** In addition to those exempted and unless specifically stated otherwise, the following matters shall not be subject to the grievance and arbitration procedure:

(a) dismissal of employees during the initial working test period;
(b) dismissal of non-permanent employees;
(c) the decision to lay off employees;
(d) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay grades;
(e) those inherent management rights not restricted by a specific provision of this Agreement in any way, directly or indirectly.

**POSSIBLE NEW SUBSECTION** **UNRESOLVED**

**Section 11.** The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties agree otherwise.

10/28/13
**For the Union** **Date**

Ellen Carter 10/28/13
**For the State** **Date**

## ARTICLE 18 - DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

**Section 1.** No permanent employee who has completed the working test period shall be reprimanded, demoted, suspended or dismissed except for just cause.

Just cause may include but is not necessarily restricted to incompetence, inefficiency, neglect of duty, misconduct or insubordination. In determining just cause, Personnel Regulation 5-240 governing discipline is hereby incorporated by reference.

**Section 2.** The parties jointly recognize the deterrent value of disciplinary action and, whenever appropriate, disciplinary action will be preceded by warning and opportunity for corrective action. Nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires and the failure to apply progressive discipline shall not in and of itself be cause for overturning the disciplinary action.

**Section 3.** In cases which involve serious misconduct, a criminal investigation or the disposition of a criminal charge, and where it has been determined by the Employer that the presence of the employee at work could be harmful to the public, the welfare, health, security or safety of clients, patients, inmates or state employees or state property, the employee may be placed on a paid leave of absence to permit investigation for a period of up to sixty (60) calendar days. The paid leave under this section may be extended for the period of the pre-discipline procedure and the discipline notice period.

**Section 4. Interrogation.** An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative, upon request, provided, however, this provision shall not unreasonably delay completion of the interrogation or notification of disciplinary action. The provision shall be applicable to interrogation before, during or after filing of a charge against an employee or notification to the employee of disciplinary action.

Prior to the interrogation, the employee shall be notified of the subject of the investigation. The employee shall also be notified at that time if the subject may be considered to be a criminal matter.

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.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

**Section 5.** Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled during the employee's work schedule, with an intent to avoid overtime. When the Department of Correction calls an employee to appear at any time beyond his/her normal work time, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards.

If a formal investigation results in a decision that discipline is not warranted, the employee shall be notified of that result within a reasonable period of time.

**Section 6.** (a) Predisciplinary Conference. Prior to suspending, demoting or dismissing an employee, the agency shall provide the employee with an opportunity for a predisciplinary ("Loudermill") conference. At the conference, the agency shall
(1) apprise the employee of the charges against him/her;
(2) explain to the employee the evidence regarding the charges against him/her; and
(3) provide the employee with an opportunity to respond.

(b) Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Council President by certified mail at the CSEA office sent within twenty-four hours of the notice to the employee, or in person by the close of the next business day. Such notice will include the reason(s) for the disciplinary action, the effective dates and notice that the employee has the right to grieve.

(c) An employee may be placed on a paid leave of absence during the notice period prior to the effective date of dismissal.

**Section 7.** A written reprimand or a written record of an oral reprimand which is placed in an employee's official personnel file and which is not merged in the service rating next following shall be treated in accordance with the Personnel Files Article.

**Section 8.** A permanent employee may submit grievances concerning dismissal, suspension or disciplinary demotion directly to Step III of the grievance procedure within twenty (20) calendar days of the written notice. All grievances filed directly to Step III shall include a copy of the disciplinary notice and a copy of the grievance shall be sent concurrently to the employee's agency designee.

**Section 9.** The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve whether he/she participated in a violation of such Article directly to Step III. If in an arbitration proceeding, the Employer establishes that the employee(s) breached the No Strike Article, the Arbitrator shall not substitute his judgment for that of the employer as to the appropriateness of the discipline imposed.

**Section 10. Employer Conduct for Discipline.** Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

**Section 11.** In all cases, a grievance filed under this Article shall be submitted to Step III. By mutual agreement, a grievance under Section 1 may be expedited directly to arbitration.

**Section 12.** As provided in Section 1, the Department may demote for just cause. An employee so demoted may be returned to the last assigned duty station prior to his/her promotion if a vacancy exists to which no other individual has current contract rights under the applicable contract. If no such vacancy exists, the assignment will be made in accordance with Agency operating needs. The Department will provide written notice to an employee who has been demoted. Such notice will include the reason(s) for the disciplinary action, the effective dates and notice that the employee has the right to grieve.

**Section 13. Disciplinary Transfers.** Disciplinary transfers are defined as transfers from facility to facility, or from shift to shift. Transfers, which have been designated as disciplinary, shall be subject to the "just cause" standard.

**POSSIBLE NEW PROVISION** **UNRESOLVED**

In cases of a transfer not designated as disciplinary, if the Union establishes that a substantial motive for the 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 unless restricted by another provision of this Agreement.

11/13/13

**For the Union** **Date**

Ellen Carter 11/13/13

**For the State** **Date**

# ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

**Section 1. Work Schedule.**

(a) (1) The regularly established workweek for employees in this bargaining unit shall average forty (40) hours per week. All employees shall be scheduled to work a regular shift as determined by the appointing authority.

**(2) Meal Breaks. All facility employees shall be granted up to twenty (20) minutes without loss of pay during each work shift during which they may eat their lunch. Employees are required to respond to facility incidents if necessary during such period.**
[NOTE: MOVED WITHOUT CHANGE FROM ARTICLE 27]

(b) Line Supervisors will work a five (5) on, three (3) off rotating schedule. Each employee will work a workday that will result in an average workweek of forty (40) hours per week in an eight (8) week cycle.

(c) Employees assigned to non-continuous operations, or who perform specialized duties at a continuous operation facility, shall work eight (8) hours per day on a five (5) consecutive days on followed by two (2) consecutive days off that do not rotate.

(d) **Captains and Counselor Supervisors.** The Captains and Counselor Supervisors shall not be covered by Section 1 except as provided in this subsection.

The Captains and Counselor Supervisors shall continue to work a schedule of forty (40) hours per week, generally consisting of five (5) consecutive days of eight (8) hours followed by two (2) consecutive days off.

The Captains and Counselor Supervisors who are assigned as Unit Managers will be designated as unscheduled and may be expected to work up to one weekend or two days on weekends per month and up to one day per week on second shift or third shift or on a schedule that overlaps from third to first shift or from first to second shift as part of their regular schedule and in lieu of other workdays or work hours during the pay week. This provision shall not be viewed as excluding the Unit Managers from being treated in accordance with Article 19 Section 2 if they are required or authorized to work additional hours in other circumstances.

**SECTIONS 2 AND 3: UNRESOLVED**

7/29/13
**For the Union** **Date**

7/29/13
**For the State** **Date**

## ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

**Section 3.** The appointing authority will solicit volunteers for overtime by maintaining a volunteer overtime list. This list will be renewed each quarter.

Each correctional institution shall maintain a sign-up book system by which lieutenants on the quarterly overtime list can indicate their availability and willingness to work overtime on specific days and shifts.

**POSSIBLE NEW PROVISION** **UNRESOLVED** State

When overtime is needed for a particular shift, it shall first be offered to the lieutenant with the lowest overtime hours who has signed the book for that shift. When additional staff **are** ~~are~~ needed for that shift, it shall be offered in order from the lowest to the highest overtime hours among the lieutenants who have signed the book for that shift.

If the sign-up book is insufficient for the needed staffing, lieutenants on the quarterly list will be offered the overtime, in order from the lowest to the highest overtime hours among the lieutenants on the quarterly list. After using the quarterly list, the overtime shall be offered to employees on the supplemental overtime list. The supplemental list shall consist of bargaining unit members from non-facility based units who have previously worked in that facility.

**POSSIBLE NEW PROVISIONS** **UNRESOLVED** – Union

The assignment of overtime shall be the direct responsibility of the Shift Commander or in the absence of the Shift Commander the responsibility of the Acting Shift Commander.

**FIFTH PARAGRAPH** **UNRESOLVED** – State

All overtime worked, other than drafting, shall be distributed equally to all employees within their respective facility, regardless of shift. Equalization shall be accomplished quarterly subject to review of the overtime list by both the union and the appointing authority. Information on the employee overtime hours shall be updated Mondays through Fridays except on holidays or during facility emergencies.

At the start of each quarter, all employees who volunteer for overtime shall start with zero (0) hours. Employees will be credited with the number of hours of overtime worked and the number of' overtime hours which were refused or for which "no contact" could be made. For purposes of calculation, a refusal or "no contact" shall be credited as **seven (7)** ~~**eight (8)**~~ hours.

An employee who transfers into the facility or who is promoted into the bargaining unit during the quarter and wishes to volunteer for the overtime list shall be credited with the highest number of hours attained by any employee on the list.

It is understood by all parties that the utilization of the sign-up book system cannot

ensure equalization among all employees due to employees being able to choose the days they want to work overtime. However, it is also understood that the employer will make every effort to equalize overtime opportunities among employees in the sign-up book by offering the employees with the least number of hours the overtime first.

If an employee who has signed the sign-up book or the quarterly list is erroneously passed over, that employee shall be offered the first available overtime assignment. There shall be no payment of overtime for hours not worked.

**LAST PARAGRAPH** **UNRESOLVED**

7/29/13
**For the Union** **Date**

Ellen Carter 7/29/13
**For the State** **Date**

## ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

**Section 2. Overtime.**

(a) All employees of this bargaining unit are eligible for overtime and shall be covered under the Fair Labor Standards Act.

(b) Payment of Overtime. An employee who performs work authorized by the Employer in addition to his/her regular workweek, as defined in Hours of Work, shall be compensated at time and one-half for all overtime hours over forty (40) in that workweek. The provisions of this Section shall not apply with respect to any employee employed in a position or class which has been designated unscheduled.

(c) Overtime pay shall not be pyramided. When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

(d) Exclusions provided for in subsection (b) above shall not apply to any Captain and Counselor Supervisor.

**NO CHANGE IN CURRENT LANGUAGE**

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

Section 3.

**Fifth Paragraph:**

Mandatory drafting will only occur should there be no volunteers. If there are no volunteers, mandatory overtime assignments will be by inverse seniority. No employee will be drafted two days in a row except in the case of facility emergency.

**Last Paragraph:**

The Captains and Counselor Supervisors shall not be covered by Article 19 Section 3, overtime solicitation and distribution procedures.

**Rest Of Section Previously Signed**

**NO CHANGE IN CURRENT LANGUAGE**

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## ARTICLE 20 - SHIFT AND FACILITY ASSIGNMENTS

### SHIFT TRANSFER PROGRAM:

**Section 1.** Each facility shall maintain a shift transfer list which shall be updated on a quarterly basis. Seniority will be applied as the determining factor in shift assignment for line supervisors when all other factors are equal. Management retains the right to determine when all other factors are equal. If a Line Supervisor is denied his/her shift preference under this section, he/she shall receive a written explanation of the reason for denial. The Union may grieve a pattern of denials of shift assignment by seniority.

**Section 2. Discipline.** Shift transfer can be denied or limited for disciplinary reasons subject to just cause.

**Section 3. Administrative Denial.** Shift transfer can be denied or limited to a line supervisor for administrative purposes such as reassignment to another facility (e.g., line supervisor must learn and be familiar with new facility operations.) This type of assignment is limited to two weeks.

**Section 4. Denial of Shift Transfer. Evaluations.** Management may deny or limit a line supervisor the option to elect a shift transfer if that supervisor in his/her most current service evaluation is rated "unsatisfactory" in any one or more categories or who is rated "needs improvement" in two or more categories.

**Section 5.** Captains working as Shift Commanders shall participate within their classification in the shift transfer program described above.

### FACILITY AND SCHEDULE TRANSFERS

**Section 6.** An employee may only be transferred from one facility to another facility by the employer under the following circumstances:

(a) Where the approved staffing levels of his/her present unit have been reduced through reorganization action, budgetary action, or other approved governmental actions recognized by state statutes; or

(b) Where changes in staffing assignments are required to accommodate agency operational needs; or

(c) At his/her request, pursuant to a voluntary transfer request granted by the employer.

Except as provided herein or as otherwise provided in this agreement, inverse class seniority shall be the basis for selecting employees for non-disciplinary involuntary transfers from one facility to another.

A permanent transfer is defined as a transfer where the intent is that the employee will not return to his/her previous facility.

All other transfers shall be considered temporary.

When a permanent or temporary transfer is to be made, the employer shall notify the employee of said transfer and the nature of the transfer at least fifteen (15) working days in advance of such transfer except in cases of an emergency.

**Section 7.** In the case of voluntary transfers and voluntary transfer requests, the following shall apply:

An employee requesting transfer to another facility and/or another shift must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. The employee will indicate the facility or facilities for which he/she wishes to be considered. Such departmental list will be updated quarterly and an employee must submit his/her transfer request form at least fifteen (15) days prior to the start of the next transfer period.

As the correctional facilities develop vacancies, the senior employee in the same classification whose name appears on the departmental transfer list for a particular facility will be transferred. For purposes of the departmental transfer list, the UConn Heath Center will be considered a separate facility from the Hartford Correctional Center and the Central Transportation Unit (specifically the positions of the shift supervisors in the base locations, but not the positions in the specialized or administrative assignments) will be considered as a correctional facility for purposes of the departmental transfer list.

An employee must have completed the working test period in a bargaining unit classification to be eligible to be transferred to other facilities.

Employees are not eligible for transfer under this Article if they have been granted, rejected or constructively rejected a prior transfer within the previous six (6) month period.

Employees may remove their names from the transfer list at any time prior to being notified of an opening at the facility of their choice. The employee must notify the employer within twenty-four (24) hours upon receipt of an offer of transfer of his or her intention to accept or reject such offer. Failure to comply with this provision shall be considered a constructive rejection of the offer of transfer.

An employee on workers compensation or medical or personal leave will be eligible to transfer to another facility under this procedure, provided that his/her return to work date is within thirty (30) calendar days of the offer of transfer.

Bargaining unit members will have the right to transfer to vacant positions before these positions are filled from outside the bargaining unit.

For positions that will be vacant for six (6) months or less, only bargaining unit members assigned to the same facility will be eligible for transfer from the departmental transfer list.

If a vacancy occurs in a line supervisor position and the vacancy is expected to be longer than six (6) months, all line supervisors in the bargaining unit are eligible for transfer from the departmental transfer list.

If two or more line supervisors are on the departmental transfer list for the vacant position of either less than six (6) months or more than six (6) months, the position will be assigned to the most senior employee as defined in Section One of the Article pertaining to seniority.

Seniority will be the determining factor in the assignment to vacant positions when all other factors are equal. Management retains the right to determine when all other factors are equal, if a line supervisor is denied his/her bid to a vacant position, he/she shall receive a written explanation of the reason for the denial. The Union may grieve a pattern of denial of assignment to vacant positions by seniority.

If and when the employee whose absence created the vacancy returns to his/her position, the employee who filled the vacancy shall return to his/her previous assignment.

The Union and the State may agree to a particular facility or shift transfer in special circumstances. In such case, a written agreement shall be reached by the parties and signed by the Union Executive Director and the Agency Human Resources Director.

**Section 8.** Except as otherwise provided for in this Agreement, all shift and facility assignments are permanent and may not be changed involuntarily.

**Section 9.** The Captains and Counselor Supervisors shall be covered by Section 6 and Section 8 but shall not be covered by Section 7 of this Article.

In the case of voluntary transfers and voluntary transfer requests concerning Captains and Counselor Supervisors, the following shall apply:

Captains and Counselor Supervisors may request a transfer to another facility but not to a specific assignment at another facility.

An employee requesting a transfer to another facility must put his or her name on the departmental transfer list in accordance with departmental procedures in order to be considered. Such departmental list will be updated quarterly.

As the correctional facilities develop vacancies in a position occupied by either a Captain or a Counselor Supervisor, the Employer shall transfer Captains and Counselor Supervisors according to the following procedure.

When a vacancy at the facility occurs, the remaining facility Captains and Counselor Supervisors assignments may be reevaluated and changed at the discretion of the Unit Administrator including the classification of the vacant position to be filled before the transfer list is utilized, If any change results in a shift change, seniority shall govern any shift change as

to captains who are shift commanders at the facility. Then, the applicable transfer list will be utilized to fill the vacancy. Notwithstanding the above, no captain who is serving as a shift commander at the facility may be involuntarily placed on another shift as a result of the process to fill the vacancy at the facility under this section.

Thus, seniority will be the determining factor in the assignment to vacant positions when all other factors are equal. Management, however, retains the right to determine when all other factors are equal and if the senior employee on the transfer list is denied a transfer to the vacant position, he or she shall receive a written explanation of the reason for the denial and the Union may only grieve a pattern of denials for transfers to vacant positions by seniority.

An employee must have completed the working test period in a bargaining unit classification to be eligible to be transferred to other facilities.

Employees are not eligible for transfer under this section if they have been granted, rejected or constructively rejected a prior transfer within the previous six (6) month period.

Employees may remove their names from the transfer list at any time prior to being notified of an opening at the facility of their choice. The employee must notify the employer within twenty-four (24) hours upon receipt of an offer of transfer of his or her intention to accept or reject such offer. Failure to comply with this provision shall be considered a constructive rejection of the offer of transfer.

An employee on workers compensation or medical or personal leave will be eligible to transfer to another facility under this procedure, provided that his or her return to work date is within ninety (90) calendar days of the offer of transfer.

Bargaining unit members will have the right to transfer to vacant positions before these positions are filled from outside the bargaining unit.

For positions that will be vacant for six (6) months or less, only bargaining unit members assigned to the same facility will be eligible for transfer from the departmental transfer list.

If a vacancy occurs and the vacancy is expected to be longer than six(6) months, all Captains and Counselor Supervisors in the bargaining unit are eligible for transfer from the departmental transfer list in accordance with the provisions of this section.

If two or more Captains or Counselor Supervisors are on the departmental transfer list for the vacant position of either less than six (6) months or more than six (6) months, the position will be assigned to the most senior employee as defined in Section One of the Article pertaining to seniority.

The Union and the State may agree to a particular facility transfer in special circumstances. In such case, a written agreement shall be reached by the parties and signed by the Union Executive Director and the Agency Human Resources Director.

Section 10. Dual Assignments.

For employees who are assigned to multiple facilities, the employee's official work site shall be the facility at which the employee is assigned to work the majority of the work week. Employees shall be eligible for mileage reimbursement for traveling between the sites during the work day and for the additional mileage for reporting to the secondary sites (i.e. mileage in excess of that necessary for reporting to the official work site).

**NO CHANGE IN CURRENT LANGUAGE**

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## ARTICLE 21 - COMPENSATION

**Section 2. Night Shift Differential.** All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins anytime after 2:00 pm and before 6:00 am.

(a) ~~**The night shift differential shall be seventy-five ($.75) cents per hour.**~~

~~**Effective June 23, 2006, the shift differential shall be eighty cents ($.80) per hour**~~.

Effective July 6, 2007, the shift differential shall be eighty-five cents ($.85) per hour.

(b) Shift differential will only be paid when an employee is actually working.

(c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

**Section 3. Weekend Differential.** For the purposes of this section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

(a) The weekend differential shall be paid for working a minimum of six (6) hours on a shift as defined above.

(b) ~~**The weekend differential rate shall be fifty ($.50) cents per hour.**~~

~~**Effective June 23, 2006, the weekend differential shall be fifty-five cents ($.55) per hour**~~.

~~**Effective July 6, 2007, the weekend differential shall be sixty cents ($.60) per hour.**~~

~~**Effective July 1, 2010, the weekend differential shall be increased by ten cents ($.10).**~~

Effective July 1, 2011, the weekend differential shall be ~~**increased by ten cents ($.10)**~~ **eighty cents ($.80).**

(c) Weekend differential shall only be paid when an employee is actually working.

(d) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

**Section 5. Call-Back Pay** - Definition. Employees who have left work after their regularly scheduled shift and are called back to work.

Call Back. Employees called back to duty after the completion of a regular shift shall receive

a minimum of four (4) hours pay at the applicable overtime rate. This provision does not apply to employees who are called in prior to their regular starting time and work through their regular shift.

**Section 7. Facility Meal Reimbursement.** Employees at all existing correctional facilities shall continue to receive reimbursement as detailed herein:

(a) Rate. The meal reimbursement ~~rate~~ shall be ~~$7.00~~ for each shift actually worked **and** ~~Effective June 23, 2006,~~ the per meal rate shall be the rate provided to the majority of correctional employees and shall be adjusted in accordance with the rate provided to the majority of correctional employees.

(b) Eligibility. The minimum time for eligibility for such reimbursement shall be equal to one-half (1/2) of the shift, except unanticipated overtime after a regular shift the employee shall be provided with a sandwich and a beverage, prepared by a staff member.

(c) New Facilities. **If** ~~As~~ new correctional facilities open during the term of this Agreement, the employees at such facilities shall also receive meal reimbursement as is in effect at current facilities.

(d) Captains and Counselor Supervisors will continue to be eligible for meal reimbursement under the above criteria, including the meal rate increase of June 23, 2006.

**PROPOSED NEW SUBSECTION.** **UNRESOLVED**

**Section 11. Educational Stipend.** On or about September 1, 2006, permanent employees in the classifications of Correctional Lieutenant or Correctional Training Officer who have achieved a Bachelors degree in a job-related discipline from an accredited institution of higher learning and submitted adequate documentation of the degree shall receive a five hundred dollar ($500) lump sum payment.

Lieutenants or Training Officers who complete a qualifying Bachelors degree and satisfy the above criteria after September 1, 2006 shall be eligible for the five hundred dollar ($500) payment within 60 days of the agency's receipt of the required documentation.

Captains and Counselor Supervisors will be eligible for the educational incentive payment on or about September 1, 2007.

**Masters Degree Payments:** Effective the pay period including July 1, 2009, permanent employees who have achieved a Master's degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a one thousand dollar ($1,000) lump sum payment.

Employees who complete a qualifying Master's degree and satisfy the above criteria after July

1, 2009 shall be eligible for the one thousand dollar ($1,000) payment within 60 days of the agency's receipt of the required documentation.

**Associates Degree Payments**: Effective the pay period including July 1, 2009, permanent employees who have achieved an Associates degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a two hundred and fifty dollar ($250) lump sum payment.

Employees who complete a qualifying Associates degree and satisfy the above criteria after July 1, 2009 shall be eligible for the two hundred and fifty dollar ($250) payment within 60 days of the agency's receipt of the required documentation.

**Section 12. Emergency Medical Technicians.** Effective October 1, 2009, and on or about October 1 of each contract year, the State shall pay a four hundred seventy-five dollars ($475) annual skill premium to each employee who is certified as an Emergency Medical Technician and who had volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year. Employees receiving this stipend are expected to respond to emergency calls and provide EMT services on or about State facilities in accordance with applicable laws and regulations.

~~**Section 13. Effective July 1, 2009, any Captain or Counselor Supervisor that has accrued compensatory time (not Holiday time) shall receive pay for such compensatory time at their rate of pay in effect on July 1, 2009**~~.

**OTHER SECTIONS:** **UNRESOLVED**

8/9/13
**For the Union** **Date**

8/9/13
**For the State** **Date**

## ARTICLE 21 - COMPENSATION

**Section 1.**

**PENDING ARBITRATION ISSUES** **UNRESOLVED**

~~(a) Effective at the start of the pay period including July 1, 2008, the base annual salary for employees and the current salary schedules shall be increased by three percent (3%).~~

~~(b) Effective at the start of the pay period following July 1, 2009, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).~~

~~(c) Effective at the start of the pay period following July 1, 2010, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).~~

~~(d) Effective at the start of the pay period including July 1, 2011, the base annual salary for employees and the current salary schedules shall be increased by three and one half (3.5%).~~

~~Effective July 1, 2006, the maximum salary for each job classification in the bargaining unit shall be increased by three percent (3%).~~

~~Effective July 1, 2006, the maximum salary for the Captain and Counselor Supervisor job classification shall be increased by three percent (3%).~~

**Section 4. On-Call Pay.** Employees who are required by the appointing authority to be "on standby" or "on call" in order to ensure "after hours" coverage must receive written notification of this status. Pay for such status will be the following: $1.00 an hour for all days on-call except for holidays.

Holiday on call payment will be at $2.50 per hour.

**Section 6. Shift Commander Pay.** The acting shift commander shall be compensated as if promoted to the classification of the shift commander. Bargaining unit members in the Lieutenant or Training Officer classifications who are required to serve as Shift Commanders shall be paid a stipend at the rate of $26.40 per shift worked as a shift commander in addition to their daily pay rate.

Effective at the start of the pay period following July 1, 2007, the rate shall be increased to $26.40 per shift.

The acting shift commander pay shall apply to a Lieutenant or Training Officer who is designated as the acting shift commander at the start of a particular shift and who performs that function for a substantial portion of that shift (i.e. at least six hours of the shift).

The parties agree that Captains and Counselor Supervisors are not eligible for the acting shift commander pay.

If a Captain is working overtime as part of the supervisory coverage, the Captain will function as the shift commander.

**Section 8. Annual Increments.** (a) An employee's annual increment date will be the date that an employee receives a salary advancement in the salary range.

All employees who become Lieutenants or Training Officers after December 3, 2001 will keep the annual increment date they had while a member of the Correctional bargaining unit (NP-4). All employees who were members of the bargaining unit on or before December 3, 2001 shall revert to the annual increment date they had when they were members of the Correctional bargaining unit (NP-4). All employees who became state employees for the first time as members of this bargaining unit will have their annual increment date determined in accordance with existing state practice.

Notwithstanding the prior paragraph, employees who were in the classifications of Captain or Counselor Supervisor on or before October 17, 2005 will have a July increment date. Employees appointed to the Captain or Counselor Supervisor classifications on or after October 18, 2005 will keep the annual increment date that they had in their prior job title.

**PENDING ARBITRATION ISSUE** **UNRESOLVED**

(b) The value of the salary advancement in the salary range on the employee's annual increment or anniversary date shall be three percent (3%).

(c)

**PENDING ARBITRATION ISSUES** **UNRESOLVED**

~~(1) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2008-2009 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).~~

~~(c) (2) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2009-2010 contract year in accordance with existing practice, except~~

~~that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).~~

~~(c) (3) Annual Increments 2010—2011. Employees will be eligible for and receive annual increments in accordance with existing practice.~~

~~(c) (4) Annual Increments 2011—2012. Employees will be eligible for and receive annual increments in accordance with existing practice.~~

**Section 9. Maximum Rate Employees.** Effective June 28, 2002 and thereafter, those employees at the maximum rate of the salary schedule and those employees who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment, shall receive a salary adjustment, which exceeds the salary maximum, in the form of a lump sum payment. Lump sum payments will be effective on the employee's annual increment or anniversary date **and, unless otherwise specified, shall be paid in any year in which annual increments are paid and on the same date(s)**. The value of the lump sum payment shall be two and one half percent (2½ %) of the employees annual salary.

~~There shall be no payment of the maximum rate lump sum payments for the 2005-2006 contract year.~~

Captains and Counselor Supervisors will be eligible for the maximum rate lump sum payment.

**Section 10. Longevity.** (a) Employees in this bargaining unit who were in the classifications of Correctional Lieutenant (MP 56) or Correctional Training Officer (MP 58) on or before December 3, 2001, will be eligible for longevity payments in accordance with the longevity schedule of the classified service Management Pay Plan. The classifications will be considered in their MP designation as noted above.

Effective May 31, 2007 employees in this bargaining unit who were in the classifications of Captain and/or Counselor Supervisor on or before said date of legislative approval will continue to be eligible for longevity payments in accordance with the longevity schedule of the classified service Management Pay Plan. The classifications will be considered in their MP designation (MP 60).

Additionally any employee who was in the bargaining unit on or before December 3, 2001, and is promoted to the position of Captain and/or Counselor Supervisor on or after May 31, 2007 will continue to be eligible for longevity payments in accordance with the longevity schedule of the classified service Management Pay Plan. MP designation (MP 60).

The Management Pay Plan longevity schedule referenced in this Section shall be the longevity pay schedule applicable to managerial employees that was in effect on July 1, 2008.

(b) Any employee promoted to the classification of Correctional Lieutenant on or after December 4, 2001 shall receive longevity in accordance with the following schedule:

| 10 years | 15 years | 20 years | 25+ years |
|---|---|---|---|
| $141.50 | $283.00 | $424.50 | $566.00 |

Any employee promoted to the classification of Captain or Counselor Supervisor on or after May 31, 2007 and who was not a member of the bargaining unit on or before December 3, 2001, shall receive longevity in accordance with the following schedule:

| 10 years | 15 years | 20 years | 25+ years |
|---|---|---|---|
| $159.00 | $318.00 | $477.00 | $636.00 |

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## ARTICLE 22 - UNDERPAYMENT AND OVERPAYMENT

**Section 1.** When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefor. If the Employer believes that an overpayment has been made, the Employer shall give the employee a thirty (30) day period of notice before recouping any funds from the employee. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and employee agree to some other arrangement. (For example, an employee who has been overpaid by $5.00 per pay period for six months shall refund the Employer at the rate of $5.00 per pay period over six months.) The Employer will give due consideration to claims of hardship.

**Section 2.** In the event the employee contests whether he/she was actually overpaid, the Employer shall not institute the above refund procedures until the appeal is finally resolved through the grievance procedure. This section shall not apply in instances where the appeal process cannot be completed prior to the employee's termination from State service. In such event, the employer may withhold from any payment due sufficient funds to cover the alleged outstanding liability, pending final resolution of appeal.

**Section 3.** In the event that an employee is underpaid, the employer shall arrange to make the employee whole for such underpayment in the next biweekly paycheck. The Employer and the employee may agree to some other arrangement.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

7/29/13
**For the State** **Date**

## ARTICLE 23 - SWAPS

**Section 1.** Correctional Lieutenants shall be allowed to swap scheduled shifts with other lieutenants in the same classification at the same worksite, as provided in this Article and the DOC Swap Guidelines. Swaps shall not be permitted for any employee in the working test period.

**Section 2.** A Swap Request form shall be utilized by staff for this purpose. Staff shall submit the swap request form to the designated facility supervisor(s) at least forty-eight (48) hours prior to the first shift of the proposed swap. The Department reserves the right to revise the Swap Request form.

**Section 3.** The Swap Request form must indicate an agreed-upon swap payback date that is within seventy (70) calendar days of the initial swap or within the maximum period allowed by law as determined by the State Department of Labor, whichever is less. The payback date must be a day on which the employee is scheduled to be on duty. Open-ended swaps and three-way swaps shall not be allowed.

**Section 4.** An employee actually working for another employee while on a swap shall retain his/her seniority in the event of involuntary overtime (holdover) being necessary.

**Section 5.** No employee shall work more than two (2) consecutive shifts including swaps, except in an emergency situation.

**Section 6.** Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines.

**NO CHANGE IN CURRENT LANGUAGE**

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## ARTICLE 24 - TEMPORARY SERVICE IN A HIGHER CLASS

**Section 1.** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of the Department of Administrative Services or designee.

**Section 2.** Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than 30 working days.

**Section 3.** An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking approval of the assignment from the Commissioner of the Department of Administrative Services or designee in writing.

**Section 4.** If on or after the thirty-first consecutive working day of such service, the Commissioner of the Department of Administrative Services or designee has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5.

**Section 5.** In the event the Commissioner of the Department of Administrative Services or designee disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

**Section 6.** Temporary assignments to a higher class for periods of thirty working days or less shall not be utilized to defeat the basic contractual obligation herein.

## ARTICLE 25 - TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in the Standard State Travel Regulations in existence on June 30, 2008, subject to such modifications and exceptions as provided herein:

**Section 1. Lieutenants and Training Officers** will generally be provided transportation. The employer will make every effort to provide transportation. The employee required to use his/her own vehicle in extraordinary circumstances will be entitled to mileage payments in accordance with this contract and State regulations. Notwithstanding the prior provisions, Captains and Counselor Supervisors may be expected to use their personal vehicles on state

business under ordinary circumstances.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties. In an emergency situation, an employee who uses his/her personal vehicle shall be reimbursed regardless of the insurance requirement.

The mileage reimbursement rate shall be the GSA rate subject to readjustment within thirty (30) days, consistent with the readjustment by the U. S. General Services Administration.

**Section 2.** When on a temporary assignment and State transportation is provided, such State transportation may be garaged at the employee's residence during the period of such assignment.

When an employee is assigned to be on-call and State transportation is provided, the agency may authorize the garaging of such State vehicle at the employee's residence during the period of such on-call assignment.

**Section 3.** When authorized in accordance with Standard State Travel Regulations, any employee who is required to travel on employer business shall be reimbursed at the following rates:

| July 1, 2002 | |
|---|---|
| Breakfast | $8.00 |
| *Lunch | $10.00 |
| Dinner | $20.00 |

*Applicable to out-of-State travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

## ARTICLE 26 - SAFETY

**Section 1.** No employee shall be required to perform work under unsafe or unhealthy conditions or drive or operate unsafe vehicles or equipment. Such conditions shall be immediately reported to the employee's supervisor for appropriate action. This language shall not apply to the inherent conditions associated with working in a correctional environment.

Notwithstanding the hazards of a correctional custody environment, the Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the condition.

**Section 2.** The employer will make reasonable efforts to maintain working conditions in

conformance with applicable Federal, State, and local health and safety laws and/or regulations.

The bargaining unit representatives agree to bring to the attention of the employer any conditions within the working environment deemed unsuitable under provisions of applicable laws or regulations. Should a dispute arise regarding interpretation of applicable directives or the nature of working conditions, including comfort conditions, or when there is no applicable law or regulation, and a dispute arises, the issue will be referred to Connecticut OSHA if it is not resolved by an agency designee.

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with COSHA or otherwise with the Department-wide Labor Management Committee, but shall not be subject to the grievance and arbitration procedure.

**Section 3. Labor-Management Committee.**
The appropriate applications of this Section, including disputes on the operation of unsafe vehicles or equipment, shall be discussed by the Labor-Management Committee at the agency or institution level.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

7/29/13
**For the State** **Date**

## ARTICLE 27 - MISCELLANEOUS

~~**Section 1. Meal Breaks.** All facility employees shall be granted up to twenty (20) minutes without loss of pay during each work shift during which they may eat their lunch. Employees are required to respond to facility incidents if necessary during such period.~~
[NOTE: MOVED TO ARTICLE 19 SECTION 1]

**Section ~~2~~ 1.** The Department shall issue to all employees standard uniforms and all necessary equipment to carry out the performance of duties. Each Department employee shall present a neat, clean and well-groomed appearance while wearing a uniform and/or in the performance of duties. If the department has issued a uniform to a Captain or Counselor Supervisor, the employee may be required to wear the uniform on a daily basis or on designated occasions.

**Section ~~3~~ 2.** The State shall reimburse employees who are required to hold Commercial Drivers licenses for purposes of employment with the Department of Correction.

7/29/13
**For the Union** **Date**

7/29/13
**For the State** **Date**

## ARTICLE 28 - GROUP HEALTH INSURANCE

**Section 1.** For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective, subject to modifications under the Health Care Cost Containment Committee process, or by coalition bargaining conducted pursuant to Connecticut General Statutes Section 5-278.

**Section 2.** Employees shall be entitled to an Accidental Death and Dismemberment Policy in an amount equal to the face value of an employee's life insurance policy.

## ARTICLE 29 - RETIREMENT

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

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

7/29/13
**For the State** **Date**

## ARTICLE 30 - METHOD OF SALARY PAYMENT

**Section 1.** Upon presentation to the agency of an injury claim form and the supporting medical data as the result of a claimed on the job injury the employee shall receive up to four (4) weeks pay, but in no event beyond the determination from the Worker's Compensation Division. An employee shall have the option to use all accrued leave balances between the date of determination and the actual receipt of benefits. If the employee is entitled to Worker's Compensation benefits, the employee shall receive his/her first payment through the agency payroll office no later than four (4) weeks following such determination. An adjustment will be made at that time to provide for (a) reimbursement to the agency of up to four (4) weeks pay received by the employee under this clause; (b) reimbursement of any payment made for leave time under this clause; (c) restoration to the employee's leave bank of any leave utilized under this clause.

**Section 2.** The Employer will continue to pay its current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work-related disability leave under Section One of this Article.

**Section 3. Advanced Vacation Pay.** Upon written request to the agency, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee vacation period. Such advances shall be for the period of not less than one (1) pay week.

**Section 4.** In all other respects, the method of salary payment on June 30, 2008 shall continue in force.

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13
**For the Union** **Date**

Ellen Carter 10/28/13
**For the State** **Date**

## ARTICLE 31 - PAST PRACTICES

**Section 1. Practices Consistent with the Contract.** Any changes in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to test of reasonableness. The questions of:

(a) whether or not there is in fact a valid, current past practice in effect, and

(b) the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 17, Grievance Procedure.

**Section 2. Other Practices.** A practice that violates the contract may be discontinued by the Employer with notice to the Union and the affected bargaining unit employee(s). The Employer will meet and discuss the practice with the Union, upon written request prior to discontinuation.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

7/29/13
**For the State** **Date**

## ARTICLE 32 - HOLIDAYS

**Section 1.** For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

**Section 2.** Unless superseded in this Article, the provisions of Section 5-254 and the appurtenant regulations shall continue in force.

**Section 3. Overtime Call-in on a Holiday.**

(a) Each employee whose job does not require him to work on a holiday shall ordinarily receive the holiday off and shall receive his regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, he shall receive overtime pay at the applicable rate, a compensatory day off and shall be guaranteed a full day of work.

(b) Each full-time permanent employee whose job requires him to work on a holiday and who is called in to work on a holiday falling on a regular scheduled day off shall receive overtime pay at the applicable rate in addition to the compensatory day off in lieu of such holiday.

**Section 4.** Each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as schedule on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day's pay at straight time in addition to his/her regular week's pay. At the beginning of each fiscal year, an employee shall elect cash or time for all such holidays. An employee who fails to complete the election form shall be treated as if he/she had elected the payment option. An employee who is promoted into the bargaining after the start of the fiscal year shall continue to receive the option selected in his/her former bargaining unit.

**Section 5.** Each employee whose job requires him/her to work on Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, shall be paid at the rate of time and one half his/her regular hourly rate for all hours worked on holiday in addition to his/her regular pay. The employee may take compensatory time off in lieu of the holiday pay.

**Section 6.** Each employee whose normal day off falls on a holiday shall receive compensatory time off.

**Section 7.** Any compensatory (T.O.) time accrued at the time of any employee's separation from State service shall be paid off to the employee at the applicable rate in effect at the time of such service separation. Employees on a calendar year basis may cash out to a maximum of 100 hours compensatory time.

**Section 8.** (a) Employees who are assigned to areas that require seven (7) day coverage, for purposes of this Article shall observe holidays as follows:

| | |
|---|---|
| Christmas Day | - December 25 |
| New Year's Day | - January 1 |
| Independence Day | - July 4 |

All other holidays will be observed on the dates designated by the State.

(b) Holidays for all other employees shall be observed on the dates designated by the State.

**Section 9.** Captains and Counselor Supervisors shall be covered by Sections 1, ~~and~~ 2 **and 7** of Article 32 and the following provision:

Each full-time Captain and Counselor Supervisor whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, he/she shall receive overtime pay for the hours worked on the holiday, which shall be at least the minimum call-back hours provided by Article 21, Section 5, in addition to the holiday pay for the day.

The overtime rate shall be time and one-half overtime pay for hours worked on the six holiday listed in Section 5 of Article 32 and straight time overtime pay for hours worked on the other six holidays.

| | | | |
|---|---|---|---|
| | 7/29/13 | Ellen Carter | 11/29/13 |
| **For the Union** | **Date** | **For the State** | **Date** |

## ARTICLE 33 - VACATION

**Section 1.** The following annual vacation leave shall apply for employees who were in the job classifications of Lieutenant or Training Officer as of December 3, 2001. This schedule shall also apply to all employees in the bargaining unit who were in the classifications of Captain and/or Counselor Supervisor on or before May 31, 2007.

| YEARS OF SERVICE | VACATION LEAVE |
|---|---|
| 10 years | 15 days |
| 11 years | 16 days |
| 12 years | 17 days |
| 13 years | 18 days |
| 14 years | 19 days |
| 15 plus years | 20 days |

Vacation leave beyond fifteen days is granted as bonus day(s) each January 1st of the calendar year.

For all employees in the bargaining unit as of December 4, 2001, or any employees in the bargaining unit who do not meet the criteria set forth in the annual vacation leave schedule above, the following leave shall apply:

| YEARS OF SERVICE | VACATION LEAVE |
|---|---|
| Zero (0) to five (5) years | One (1) day per month |
| Over five (5) and under twenty (20) | One and one-quarter day per month |
| Over twenty years | One and two-thirds day per month |

**Section 2.** The maximum accumulation of vacation time shall be sixty (60) days. However, for Lieutenants and Training Officer who were in the bargaining unit and had accumulated more than sixty days of vacation time as of the date of legislative approval of the 2001-2005 contract (i.e. March 8, 2004), such number of days shall be the maximum accumulation for those employees.

**Captains and Counselor Supervisors.** The maximum accumulation of vacation time shall be sixty (60) days. However, for all Captains and Counselor Supervisors who were in the bargaining unit and had accumulated more than sixty (60) days of vacation time as of May 31, 2007, such number of days shall be the maximum accumulation for those employees.

Lieutenants and Training Officers who were permitted a maximum accumulation greater than 60 days based upon their accumulation as of the date of legislative approval of the 2001-2005 contract (i.e. March 8, 2004) shall continue to retain the same vacation accumulation maximum if they are promoted to Captain or Counselor Supervisor on or after May 31, 2007.

**Section 3.** Once vacation schedules are posted or a vacation is approved, there will be no bumping on the basis of seniority. The Agency will not change scheduled vacations except in the case of emergency. This provision shall not apply in a case of a subsequent change in facility or shift.

**Section 4.** In the event that more employees on a shift request the same vacation time off than can reasonably be spared for operating reasons, vacation time off will be granted based upon seniority as defined in Article 15.

## ARTICLE 34 - VACATION PAYMENT UPON TERMINATION

Employees shall be compensated for accumulated vacation leave upon retirement or termination in accordance with existing practice.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

Ellen Carter 7/29/13
**For the State** **Date**

## ARTICLE 35 - SICK LEAVE

**Section 1.** Each full-time eligible employee shall accrue one and one-quarter (1-1/4) days sick leave per completed calendar month of continuous service in accordance with existing practice. Eligible employees shall have unlimited year-to-year accrual of sick leave.

**Section 2.** Employees may use sick leave:

(a) When incapacitated for duty.

(b) For medical, dental, or eye examinations, or treatments, for which arrangements cannot be made outside of working hours.

(c) Death in the immediate family. Immediate family means spouse, parent, siblings, children, and also any relative who is domiciled in the employee's household. In the event of death in the immediate family, when as many as three (3) working days leave with pay may be used.

(d) In the event of critical illness or severe injury of a member of the immediate family who requires the attendance of the employee, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor.

(e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than three (3) days of sick leave per calendar year shall be taken therefor.

**Section 3.** Upon the death of an employee who has completed more than ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days pay.

**Section 4.** An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay. Such payment of accumulated sick leave shall not be included in computing retirement incomes.

**Section 5.** If a holiday occurs when employee is on sick leave, the day will not be charged to sick leave, but will be credited as a holiday.

**Section 6.** An employee who becomes sick while on vacation leave may have such time charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

**Section 7.** An acceptable medical certificate, which must be on the form prescribed by

the Commissioner of the Department of Administrative Services and signed by a licensed physician or other practitioner whose method of healing is recognized by the state, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

(a) Any period of absence consisting of more than three consecutive working days;

(b) to support request for sick leave of any duration during annual vacation;

(c) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;

(d) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

The Commissioner of the Department Administrative Services or the appointing authority may provide a State physician to make a further examination.

**NO CHANGE IN CURRENT LANGUAGE.**

11/13/13
**For the Union** **Date**

Ellen Carter 11/13/13
**For the State** **Date**

## ARTICLE 36 - SICK LEAVE BANK

**Section 1. Sick Leave Bank.** (a) There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees. The agency will send a copy of the employee application to the Union at the same time that the application is submitted to the Office of Labor Relations.

(b) To be eligible to use sick leave bank benefits the employee must:

1. have been employed by the State for two (2) or more years
2. have exhausted all sick leave and personal leave
3. have exhausted vacation leave in excess of sixty (60) days
4. have exhausted any other compensatory time
5. have an injury or illness which is not covered by Workers' Compensation
6. have an acceptable medical certificate supporting continued absence on file and
7. have not been disciplined for sick leave abuse during the two (2) year period preceding application; provided, however, the committee may waive this requirement.

(c) **Sick leave bank - benefit.** The benefit amount shall be paid at a rate of one-half (½) day for each day of illness or injury. Payments shall begin on the twenty-second (22nd) calendar day after exhaustion of leave and/or Workers' Compensation as referenced in item 2 above. An employee may draw from the bank only once per contract year and a maximum of 200 one-half (½) days. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit.

(d) **Sick leave bank - position held.** The employing Agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day, he/she will be entitled to an equivalent position pursuant to the provisions of CGS Sec. 5-248a provided he/she returns to work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.

(e) **Sick leave bank - employee donation.** The fund shall be established by donations from each bargaining unit employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. Contributions will only be required from those bargaining unit employees who have two (2) or more years of service. Those employees who have less than two (2) years of State service will be required to contribute to the bank when they obtain two (2) years of service. The contribution of the sick leave day shall occur upon the employee's appointment to the bargaining unit or upon the achievement of two years of State service, whichever is later.

(f) **Sick leave bank committee.** The fund shall be administered by a two person committee. The two persons shall be appointed for the term of the contract: one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee, the respective party (Union or State) shall make a replacement appointment. The committee will be

authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance/arbitration process.

(g) **Sick leave bank - depletion.** If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.

## ARTICLE 37 - LEAVE TIME ACCRUAL AND POSTING

All leave accrual will continue at the same rate, in days per month as provided elsewhere in this Agreement.

In the event that the State should change the unit of leave posting, the value of accrued leave shall not be diminished in any way.

In case of dispute, the principle that there is to be no loss to the employee will govern the decision.

For Captains and Counselor Supervisors, leave accruals shall continue to be recorded in hours and be based on eight (8) hours equaling one day.

## ARTICLE 38 - PARENTAL AND FAMILY LEAVE

**Section 1.** Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a medical leave of absence without pay, position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence beyond this period must be in writing. If granted, the position may or may not be held for this extended period, subject to the appointing authority's decision.

Up to five (5) days of 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. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

**Section 2.** The parties agree to be bound by CGS Sec. 5-248a and its appurtenant regulations, and any amendments thereto. 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 for a 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 CGS Sec. 5-248a 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 current practice.

## ARTICLE 39 - CIVIL LEAVE AND JURY DUTY

**Section 1. Civil Leave.** (a) If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

(b) If a Court appearance (not jury duty) is required as part of the employee's assignment or as a direct consequence of his/her official function, time spent shall be considered as time worked, if the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 19.

**Section 2. Jury Duty.** (a) An employee who is called to serve as a juror shall receive his/her regular pay, less any pay received as juror for each work day while on jury duty.

(b) Upon receipt of a notice to report for jury duty, the employee shall inform the unit head immediately. The Employer may request that the employee be excused or exempted from jury duty.

(c) Time off for jury duty shall be arranged as follows:

(1) If the employee is scheduled to work the day shift, evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.

(2) If the employee is scheduled to work the third shift (midnight), the employee, at his/her option with prior approval, may be off the shift before or following duty.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13 — **For the Union** **Date**

7/29/13 — **For the State** **Date**

## ARTICLE 40 - LABOR MANAGEMENT COMMITTEE

**Section 1.** Facility and agency Labor Management Committees shall be established by the parties. Such committees when established shall consist of not more than two (2) representatives of each party at the facility level, and not more than seven (7) representatives at the agency level. Time off for participation by members in the Committee(s) will be without loss of pay or benefits.

**Section 2.** Said committees shall meet **as mutually agreed provided an agenda of proposed topics is submitted at least one week in advance**. ~~necessary and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships.~~

~~**Section 3.** Topics such as, but not limited to sexual harassment, violence in the work place, etc. shall be an appropriate topic for the labor management committee.~~

7/29/13
**For the Union** **Date**

Ellen Carter 7/29/13
**For the State** **Date**

## ARTICLE 41 - PRINTING AND DISTRIBUTION OF THE AGREEMENT

**Section 1.** The parties will share the cost of printing the Agreement in booklet form.

**Section 2.** The Union will distribute the booklet to all present and new employees.

**NO CHANGE IN CURRENT LANGUAGE.**

7/29/13
**For the Union** **Date**

Ellen Carter 7/29/13
**For the State** **Date**

DELETE ARTICLE 42 AND MOU:

## ARTICLE 42 - DOMESTIC PARTNER BENEFITS

~~When the term spouse is utilized in this Agreement, it shall also mean domestic partner. A domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement~~.

## MEMORANDUM OF UNDERSTANDING -- ARTICLE 42, DOMESTIC PARTNER BENEFITS

~~The parties agree that the language in Article 42, Domestic Partner Benefits, is no longer applicable as of November 12, 2009 due to the Connecticut Supreme Court decision granting same sex couples the right to be married and as provided for in the parties' pension and health care agreement.~~

6/26/13 Ellen Carter 6/26/13

**For the Union** **Date** **For the State** **Date**

## ARTICLE 43 - SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. The State and the Union will commence renegotiations within thirty (30) days to address the provision found to be unlawful.

## ARTICLE 44 - INDEMNIFICATION

During the term of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165, 10-235, and 19a-24 of the Connecticut General Statutes. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be considered, consistent with the purpose of the indemnification statutes.

## ARTICLE 45 - SUPERSEDENCE

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement, or where, by necessary implication, no other construction is tenable.

**NO CHANGE IN CURRENT LANGUAGE.**

8/9/13 — 8/9/13

**For the Union** **Date** **For the State** **Date**

# ARTICLE 46 - CLASS REEVALUATION

**Section 1.** The process set forth in this Article supersedes the provisions of 5-200(p) relative to the right of employees or their representatives to appeal class reevaluation (upgrading).

**Section 2.** The Union, but not any employee, shall have the right to appeal in writing by submitting data, views, arguments or a request for a hearing relative to reevaluation of a class or classes of positions. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Director of Labor Relations or designee shall answer the appeal.

**Section 3.** The Director of Labor Relations or designee shall judge the appeal only with respect to the following:

(a) Whether there was a change in job duties of the class appealed so substantial that it should have the effect changing its compensation grade.

(b) Having found a substantial change in job duties, then **the parties will meet and discuss the class through interim bargaining and, if necessary, arbitration**. ~~class shall be presented to the Objective Job Evaluation Committee for evaluation. The State will schedule a Master Evaluation Committee hearing within 60 days. If the Master Evaluation Committee assigns additional points to a classification, the parties will meet and negotiate additional compensation for that classification~~.

**Section 4.** In any arbitration case arising from a denial of an appeal by the Director of Labor Relations **or as a result of the discussions under Section 3**, a mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall render a decision on the criteria set forth in Section Three above. Pay comparability for equal work in other jurisdictions or outside the scope of this Agreement shall not be a basis for the arbitrator's or umpire's decision hereunder.

10/28/13
**For the Union** **Date**

Ellen Carter 10/28/13
**For the State** **Date**

## ARTICLE 47 - CLASSIFICATION APPEALS PROCEDURE

Disputes over an employee's job classification (reclassification disputes) shall be subject to the grievance procedure with the following exceptions:

1. The grievance shall be filed directly to Step 2, the Agency appointing authority or his/her designee.

2. The third step of the reclassification process shall be the Commissioner of the Department of Administrative Services.

3. Disputes over an employee's job classification (reclassification grievance) shall be subject to the grievance procedure but shall not be arbitrable. The final step shall be appealed to a three (3) person panel consisting of Personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in job classification.

## ARTICLE 48 - LEGISLATIVE ACTION - EFFECTIVE DATE

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislative review has occurred pursuant to or as otherwise provided by Conn. Gen. Statute Section *5-273*. The State employer shall request such approval as provided in said Section. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

## ARTICLE 49 - JOB SPECIFICATIONS

Each employee shall be provided with a copy of his/her current job specification upon request. Work assignments shall be in accordance with that job specification. Whenever the phrase "...and performs related duties as required" appears in job specifications for job classifications, within the bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the over-all job specification. Nothing in this Article shall not be construed to restrict the principle of "Work now, grieve later" except in those instances where the health or safety of the employee is in imminent jeopardy. The Union, but not any individual employee, shall have the right to file "institutional grievances" for alleged violations of this Article.

## ARTICLE 50 - MILITARY LEAVE

**Section 1. Paid leave for drills, emergencies.** A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided

such leave does not exceed two (2) calendar weeks in a calendar year, in addition to up to seven (7) days of military leave for weekend drills or training in lieu of weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

**Section 2. Unpaid Leave.** Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

**Section 3. Supersedence.** The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the Connecticut General Statutes and the appurtenant regulations but shall not supersede the federal USERRA (Uniformed Services Employment and Reemployment Rights Act).

## ARTICLE 51 - BLUE BOOK

References in the Agreement to rules and regulations: refer to the "Blue Book", regulations of the Department of Administrative Services and/or Office of Policy and Management in effect on June 30, 2008, and as amended thereafter.

**NO CHANGE IN CURRENT LANGUAGE.**

8/9/13 — 8/9/13

**For the Union** **Date** **For the State** **Date**

## ARTICLE 52 - DURATION

This agreement shall be effective July 1, **2012** ~~2008~~ and shall expire on June 30, **2015** ~~2012~~. On or after the date described in Connecticut General Statutes Section 5-276a(a), either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable, with a view toward concluding negotiations on or before May 1, **2015** ~~2012~~.

1/31/14 — **For the Union** — **Date**

Ellen Carter 1/31/14 — **For the State** — **Date**

## ARTICLE 53 - EMPLOYEE DRUG TESTING/SCREENING

**Section 1. Applicability.** There shall be a drug testing/screening program for Department of Correction employees.

**Section 2. Probable Cause.** (a) An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, warden or designee. Such drug testing shall be administered by a qualified physician of the Employer's choice.

(b) The probable cause standard for drug testing is based upon a specific, objective fact or facts, and reasonable inferences drawn from those facts that are reasonable in light of experience that the individual may be involved in the use of any illegally used drug or controlled substances. Probable cause determinations may be based upon:

(1) Observable phenomena, such as the physical symptoms or manifestations of being under the influence of a drug, controlled substance, or marijuana; abnormal or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement, gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, or frequent accidents not attributable to other factors);

(2) Arrest, indictment or conviction for drug related offenses or the direct observation of illegal use of drugs on-duty or off-duty or the identification of an employee through an affidavit as being involved directly or indirectly in activities that are the subject of criminal investigation into illegal drug use or trafficking; and/or

(3) Evidence that an employee has tampered with a previously administered drug test.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(d) The Union shall be promptly notified when a determination of probable cause has been made. Documentation regarding that determination will be made available to the Union, upon request, if approved by the subject employee.

(e) This Article and its cited reasons for probable cause shall not preclude the Department from taking disciplinary action, up to and including dismissal, for such actions referred to in Section 2(b)(2) and Section 2(b)(3) regardless of whether or not a drug test has been imposed on or completed by the employee.

**Section 3. Testing.**

(a) **Laboratory** - A facility certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs shall be

used for the testing provided for in this article. ~~Prior to advertising the RFP for such services, the Department will ask the Union for their comments and suggestions on the RFP.~~

(b) **Methodology.** All samples will be tested consistent with the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing. At the time of the drug test, the employee's urine sample will be divided into two collection bottles (split sampling). If a specimen is reported as positive, the employee, upon written application to the DOC Human Resources Director, and within ten (10) days of the notification of a positive result, may have the untested specimen independently tested by a laboratory, as defined herein.

At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether the employee is using any prescription drugs. If the test is positive the employee must present evidence of the use of prescription drugs, which shall include all written confirmation from the employee's prescribing physician, and copies of the prescription.

(c) **Medical Review.** All urinalysis drug test results along with the confidential statement prepared by the employee will be communicated by the laboratory to a specially trained physician serving as Medical Review Officer. The Medical Review Officer will notify the DOC Human Resources Director directly if an employee's test result is negative. If the test result is positive, the Medical Review Officer will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that the employee has 72 hours to request a test of the split specimen, if, after making reasonable efforts and documenting those efforts, the Medical Review Officer is unable to reach the employee, the Medical Review Officer shall contact a designated management official, who shall direct the employee to contact the Medical Review Officer within twenty-four (24) hours. The Department will be notified that the employee tested positive or negative. If the test is positive, the identity of the specific drug(s) involved, as well as other information regarding the test, will be disclosed to the Department by the Medical Review Officer.

**Section 4. Random Drug Testing.** (a) All bargaining unit members will be subject to random drug testing. Such testing will be done during an employee's on duty hours. An employee may **not** ~~only~~ be tested **under this Section more than** once per contract year.

(b) Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing. The random selection shall be made by computer-generated numbers for each bargaining unit employee covered by this Agreement. ~~Such computer-generated program shall be performed by an outside contractor hired by the Department after consultation with the Union and which is experienced in such function.~~

(c) Failure to report for testing may constitute insubordination and the imposition of discipline. Each random selection shall be made from the full complement of bargaining unit employees covered by this Agreement, regardless of classification.

**Section 5 ~~7.~~ Post incident testing.** Only employees assigned to the Central Transportation Unit shall be subject to post incident testing. These employees shall be tested according to the procedure currently in place or as required to maintain federal or state Commercial Driver's Licenses.

**PROPOSED NEW SECTION. CANINE UNITS. UNRESOLVED**

**Section 8. Refusal to Take Test, Tampering or Positive Results.** Termination will result if the employee refuses to be administered the test or tampers with the test or the sample. Positive findings from the drug testing process, including the split sample if applicable, will result in the employee being relieved of duty and placed on sick or vacation pay or on an unpaid leave of absence (if the employee does not have sufficient accruals), pending completion of departmental-approved drug rehabilitation program.

**Section 9. Rehabilitation Program.** Termination of the employee will result if he/she refuses to participate in or to complete such program.

**Section 10. Return to Duty.** Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, warden, or designee, based on probable cause, shall be terminated.

6/26/13 — **For the Union** — **Date**

6/25/13 — **For the State** — **Date**

## ARTICLE 54 - PERSONAL LEAVE DAYS

In addition to annual vacation, each full-time employee who has completed six (6) months of continuous service shall be granted three (3) days of personal leave with pay in each calendar year. Personal leave shall be for the purpose of conducting private affairs, including the observation of religious holidays, and shall not be deducted from vacation time, sick leave credits or any other leave time. Personal leave days not taken in a calendar year shall not be accumulated.

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13
**For the Union** **Date**

Ellen Carter 10/28/13
**For the State** **Date**

## APPENDIX A - SERVICE RATING FORM

The service rating form shall be revised from four rating levels to five ratings levels and the levels shall be as follows:

☐ Excellent ☐ Fully Successful ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

**CONNECTICUT DEPARTMENT OF CORRECTION**
**SUPERVISORS PERFORMANCE EVALUATION**

**Name:** _____ **Job Title:** _____

**Evaluation Period:** _____ **to** _____ **Date:** _____

**Evaluator:** _____ **Facility:** _____

**Check Appropriate Box:** **Annual** **Probation** **Other**

**Performance Criteria – Job Knowledge and Performance**

**Standard:** The Supervisor demonstrates the requisite range of skills and abilities commensurate with this position and performs these skills consistently and effectively, which produces quality results without unduly relying on other staff.

**Rating:** **Excellent** **Fully Successful** **Satisfactory** **Needs Improvement** **Unsatisfactory**
**Examples and Comments:**

**Performance Criteria - Adaptability**

**Standard:** The Supervisor demonstrates the ability to respond to change in the work environment and displays the ability to apply sound correctional practices in varying circumstances.

**Rating:** **Excellent** **Fully Successful** **Satisfactory** **Needs Improvement** **Unsatisfactory**
**Examples and Comments:**

**Performance Criteria – Judgment**

**Standard:** The Supervisor demonstrates the ability and draws upon sound correctional practices, knowledge, experience and training to make insightful, wise, relevant and correct decisions while comprehending the consequences of the contemplated course of action.

**Rating: Excellent Fully Successful Satisfactory Needs Improvement Unsatisfactory**
**Examples and Comments:**

**Performance Criteria – Cooperation and Communication**

**Standard:** The Supervisor works well with others and keeps others informed as necessary. The Supervisor clearly articulates thoughts and ideas, verbally and in writing. The Supervisor encourages and considers the contributions of others and displays an intuitive sense of when and how to listen. The Supervisor deals effectively with conflict and maintains a positive working rapport with management, peers, and subordinates.

**Rating: Excellent Fully Successful Satisfactory Needs Improvement Unsatisfactory**
**Examples and Comments:**

**Performance Criteria – Organization and Initiative**

**Standard:** The Supervisor is personally well organized and is effective in organizing all tasks and makes good use of available time. The Supervisor is self-motivated, acts without prompting and actively seeks opportunities to contribute.

**Rating: Excellent Fully Successful Satisfactory Needs Improvement Unsatisfactory**
**Examples and Comments:**

**Performance Criteria – Dependability**

**Standard:** The supervisor accomplishes all tasks as assigned and reports to work as scheduled and on time.

**Rating: Excellent Fully Successful Satisfactory Needs Improvement Unsatisfactory**
**Examples and Comments:**

**Performance Criteria – Leadership and Supervisory Ability**

**Standard:** The Supervisor's conduct behavior, demeanor and actions reflect the highest standards of the Agency. The Supervisor effectively tasks subordinate and clearly delineate standards expected. The Supervisor enhances performance through constructive supervision while fostering motivation and morale.

**Rating: Excellent Fully Successful Satisfactory Needs Improvement Unsatisfactory**
**Examples and Comments:**

**Performance Criteria – Appearance**

**Standard:** The Supervisor presents a neat, clean and well-groomed appearance at all times, during the performance of duties and while in uniform.

**Rating: Excellent Fully Successful Satisfactory Needs Improvement Unsatisfactory**
**Examples and Comments:**

CONNECTICUT DEPARTMENT OF CORRECTION
SUPERVISORS OVERALL EVALUATION
DEVELOPMENT PLAN

**Excellent - Fully Successful - Satisfactory - Needs Improvement - Unsatisfactory -**

This section should be used to discuss the Supervisor's overall performance and any input of the Supervisor and Evaluator.

**Performance Summary:** (Briefly summarize employee's performance appraisal period).

**Development Need:** (List those areas requiring additional attention to strengthen performance).

**Action Plan:** (Outline steps necessary for employee to meet or exceed job requirements).

**Employee Comments:** (Employee may comment on any area).

* Employee Signature/Date

Evaluator Signature/Date

Unit Head/Date

Agency Designee/Date

*Signature does not imply that the Supervisor agrees with this appraisal, but indicates that the appraisal has been discussed with the Evaluator.

**Revised 10/10/06**

**NO CHANGE IN CURRENT LANGUAGE.**

11/13/13
**For the Union** **Date**

Ellen Carter 11/13/13
**For the State** **Date**

## MEMORANDUM OF UNDERSTANDING - RECUPERATIVE POST PROGRAM

The Department of Correction will continue to offer the recuperative post program currently in effect. This program will continue to make available at least thirty-two (32) positions for bargaining unit members who are recovering from injuries and require no inmate contact. Recuperative post assignments will be limited to ninety (90) days but may be extended to one hundred and twenty (120) days as needed for cause where the medical condition can warrant such an extension.

Preference for recuperative post assignments will be given to employees who have suffered on-duty injuries if there is more than one employee applying for the same post at the same time. If the available recuperative post assignments at a facility are filled when an employee with an on-duty injury becomes eligible for a recuperative post, the employee may be assigned to a recuperative post at another facility if able to perform the duties at that facility and the employee agrees to such assignment. Any employee placed in a recuperative post at another facility will be transferred back to his/her former facility if a recuperative post becomes available at the former facility or at the conclusion of the recuperative post assignment.

**NO CHANGE IN CURRENT LANGUAGE**

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## DELETE MEMORANDUM OF UNDERSTANDING – LANGUAGE INCORPORATED INTO ARTICLE 17, SECTION 9

## MEMORANDUM OF UNDERSTANDING - GRIEVANCE PROCEDURE

~~In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet regularly to schedule those grievances submitted for arbitration per Section 9(a). The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available. The scheduling meeting may involve other CSEA represented units, if the same arbitrator is on more than one panel. This shall not preclude the use of the existing scheduling process when there are a limited number of pending cases to be scheduled.~~

1/31/14
**For the Union** **Date**

Ellen Carter 1/31/14
**For the State** **Date**

## MEMORANDUM OF UNDERSTANDING - GROUP LIFE INSURANCE

**Section 1.** (a) Any employee who was a member of the bargaining unit on March 6, 2003 and who has group life insurance coverage in excess of the limitations of CGS §5-257 shall be allowed to continue such coverage while a member of the bargaining unit. Any employee who becomes a member of the bargaining unit after March 6, 2003 or who as of such date did not have group life insurance coverage in excess of the limitations of CGS §5-257 shall be limited to the coverage provided in such section.

(b) Captains and Counselor Supervisors. Any employee who was a Captain or Counselor Supervisor on June 13, 2006 and who has group life insurance coverage in excess of the limitations of CGS §5-257 shall be allowed to continue such coverage while a member of the bargaining unit. Any employee who becomes a member of the bargaining unit after June 13, 2006 or who as of such date did not have group life insurance coverage in excess of the limitations of CGS §5-257 shall be limited to the coverage provided in such section.

**Section 2.** In addition to any life insurance coverage available pursuant to CGS §5-257(b), optional group life insurance coverage up to a maximum of fifty thousand dollars ($50,000) may be purchased by any employee in the bargaining unit whose yearly gross compensation is a least forty-five thousand five hundred dollars ($45,500). The actual cost of such optional coverage shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividends or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to CGS §5-257(d).

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13 — **For the Union** **Date**

Ellen Carter 10/28/13 — **For the State** **Date**

*DELETE MOU. LANGUAGE INCORPORATED INTO ARTICLE 8.*

~~MEMORANDUM OF UNDERSTANDING - UNION BUSINESS LEAVE~~

~~The parties recognize that two (2) weeks advance notice for union business leave may not always be possible or practical. Accordingly, the State Office of Labor Relations may grant leave with less than two (2) weeks' notice as long as such leave does not adversely affect agency operational needs. The Union will strive to provide as much advance notice as possible under these circumstances.~~

10/28/13 — **For the Union** — **Date**

Ellen Carter 10/28/13 — **For the State** — **Date**

## MEMORANDUM OF UNDERSTANDING - ARBITRATION PANEL

Effective with the Legislative approval of this Agreement, the parties shall agree upon the arbitrators to serve on the arbitration panel. An arbitrator who is new to the panel may be removed from the panel by either party anytime after he/she issues his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If the arbitrator is not dropped after his/her third award, he/she will serve for the term of the Agreement. Notwithstanding the above, the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13 — 10/28/13

**For the Union** **Date** **For the State** **Date**

## MEMORANDUM OF UNDERSTANDING – CORRECTIONAL SUPERVISORS NP-8 SEMI-ANNUAL LONGEVITY PAYMENTS

For employees entitled to retain the Managerial Pay Plan longevity rates in accordance with Article 21, Section 10(a), the following rates will apply:

| Job title | 10-14 years | 15-19 years | 20-24 years | 25+ years |
|---|---|---|---|---|
| Lieutenant | 525.00 | 1050.00 | 1575.00 | 2100.00 |
| Training Officer | 579.25 | 1158.50 | 1737.75 | 2317.00 |
| Captain & Counselor Supervisor | 636.75 | 1273.50 | 1910.25 | 2547.00 |

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13 — 10/28/13

**For the Union** **Date** **For the State** **Date**

## MEMORANDUM OF UNDERSTANDING - PRINTING OF CONTRACT BOOKLET

~~SIDE LETTER~~

For the printing of the contract booklet, the parties agree to the following:

The Union will be responsible for printing a mutually agreed number of contract booklets and the State will reimburse the Union at a rate of forty-seven cents ($.47) for each booklet.

10/28/13 — 10/28/13

**For the Union** **Date** **For the State** **Date**

**REVISED STIPULATED AGREEMENT**
**between**
**STATE OF CONNECTICUT**
**DEPARTMENT OF CORRECTION**
**and**
**CONNECTICUT STATE EMPLOYEES ASSOCIATION**
**Correction Supervisors Council**

The parties agree to the following understandings with regard to the application of the definition of Seniority under Article 15 Section 1 ("total service in an employee current job classification") to the specified categories of employees:

1. Employees who were promoted to the classification of Correctional Lieutenant effective November 26, 2004 and who had served immediately prior to that date in a temporary appointment as a Lieutenant shall have the period of temporary appointment included in the calculation of their classification seniority under Article 15 Section 1.

2. Bargaining unit employees who were laid off on or about January 2003 and who were subsequently reemployed from layoff and are now in the same bargaining unit classification shall have the period of layoff, including any period of service in a lower classification resulting from that layoff, credited in the calculation of their classification seniority under Article 15 Section 1.

3. This agreement is applicable only to the bargaining unit employees who meet the specific conditions outlined in #1 or #2. This agreement is without precedent and shall not be applicable to any other situations. This agreement shall not be admissible in any forum as evidence except in matters pertaining to employees who meet the specific criteria in #1 or #2.

**NO CHANGE IN CURRENT LANGUAGE.**

10/28/13
**For the Union** **Date**

Ellen Carter 10/28/13
**For the State** **Date**

DELETE MEMORANDUM OF UNDERSTANDING:

## MEMORANDUM OF UNDERSTANDING - GRIEVANCE PROCEDURE

~~**Grievance procedure. Grievances Filed Prior to December 3, 2001.** Any and all grievances filed prior to December 3, 2001, shall remain subject to CGS 5-202. Any and all grievances filed on and after December 3, 2001 shall be subject to the contractual grievance process. Any exercise of jurisdiction of grievances filed on or after December 3, 2001 by the Employee's Review Board shall be void ab initio and the members of such Board shall not receive compensation for any such grievances. The parties agree to meet as soon as possible to begin scheduling hearings on grievances filed on or after December 3, 2001. The meeting to schedule such hearings will occur not later than July 1, 2003 or earlier if mutually agreeable. In cases of non-disciplinary grievances filed after December 3, 2001, and before legislative approval hereof, which allege violations of statutes and regulations then governing employees in this bargaining unit, the arbitrator appointed to hear said grievances shall apply the statutes and regulations cited in the grievances in deciding the grievances. As to non-disciplinary grievances filed after the approval of the initial collective bargaining agreement, the arbitrator shall decide those grievances based upon the provisions of the collective bargaining agreement.~~

~~This Memorandum of Understanding – Grievance Procedure regarding grievances filed before and after December 3, 2001 shall not apply to the Captains and Counselor Supervisors but the parties have agreed to the following:~~

~~**Captains and Counselor Supervisor Grievances Filed Prior to October 17, 2005.**~~

~~Any and all grievances filed by or on behalf of Captains and Counselor Supervisors prior to October 17, 2005, shall remain subject to CGS Section 5-202. Any and all grievances filed by or on behalf of Captains or Counselor Supervisors on and after October 17, 2005 shall be subject to the contractual grievance process. Any exercise of jurisdiction of grievances filed on or after October 17, 2005 by the Employee's Review Board shall be void ab initio and the members of such Board shall not receive compensation for any such grievances. The parties agree to begin scheduling hearings on grievances filed on or after October 17, 2005 as part of the contractual arbitration scheduling process. In cases of non-disciplinary grievances filed after October 17, 2005, and before legislative approval hereof, which allege violations of statutes and regulations then governing Captains and Counselor Supervisors, the arbitrator appointed to hear said grievances shall apply the statutes and regulations cited in the grievances in deciding the grievances. As to non-disciplinary grievances filed after the approval of the initial collective bargaining agreement, the arbitrator shall decide those grievances based upon the provisions of the collective bargaining agreement.~~

6/20/13 — **For the Union** — **Date**

6/20/13 — **For the State** — **Date**

**DELETE MEMORANDUM:**

## MEMORANDUM OF AGREEMENT - SCOPE

~~SCOPE Provision: Prior to July 1, 2004, the Objective Job Evaluation Unit will review classifications in the CSC bargaining unit, and where there have been changes in job content since the last time the classifications were studied, the job classification will be updated. The Master Evaluation Committee will reevaluate class or classes if there has been a significant enough change in the class responsibilities or working condition to affect points. If any classification in the bargaining unit is reevaluated and receives additional points, the parties agree to negotiate any adjustments to the pay plan~~.

~~SCOPE Provision for Captains and Counselor Supervisors: The Objective Job Evaluation Unit will review the Captains and Counselor Supervisor classifications and where there have been changes in job content since the last time the classifications were studied, the job classification will be updated. The Master Evaluation Committee will reevaluate class or classes if there has been a significant enough change in the class responsibilities or working condition to affect points. If either of these classifications is reevaluated and receives additional points, the parties agree to negotiate any adjustments to the pay plan~~.

**NOTE**: The Deletion of this Memorandum does not affect the provisions of Section III, ENTITLED "SCOPE (OJE) and FIVE·YEAR AUDIT DATE", of the SEBAC 2011 Revised Agreement.

6/26/13 — **For the Union** — **Date**

Ellen Carter 6/26/13 — **For the State** — **Date**

## SUPERSEDENCE APPENDIX

## CORRECTION SUPERVISORS (NP-8) CONTRACT
**(Effective July 1, 2012 to June 30, 2015)**

## NEW OR CHANGED PROVISIONS

| NEW OR CHANGED PROVISION | CONTRACT REFERENCE | STATUTE OR REGULATION AMENDED |
|---|---|---|
| General wage increases effective 9-20-13 & 6-27-14 | Article 21 Sec. 1 | CGS Sec. 5-200(k)<br>CGS Sec. 5-200(m) |
| Annual Increments – No increment in 2012-13 & delayed 3 months in 2013-14 | Article 21 Sec. 8 | CGS Sec. 5-200(k)<br>CGS Sec. 5-200(m) |
| Lump sum payment of 2.5% for employees at maximum, paid on increment dates - no payment in 2012-13 & delayed 3 months in 2013-14 | Article 21, Sec. 9 | CGS Sec. 5-200(k)<br>CGS Sec. 5-200(m) |
| Effective date of Annual Increments & Maximum step payments changed from July 1 and January 1 to June 30 and December 30 | Article 21, Sec. 8 | CGS Sec. 5-200(k)<br>CGS Sec. 5-200(m) |
| Ability to request payment for up to 100 hours of accrued holiday compensatory time per year (rather than using the time or being paid on separation) extended to Captains & Counselor Supervisors | Article 32, Sec. 7 & 9 | CGS Sec. 5-254<br>Reg. 5-254-1 |
| Class Reevaluation appeal procedure – appeal to Director of Labor Relations, interim bargaining and arbitration if necessary | Article 46, Sec. 3 & 4 | CGS Sec. 5-200(n) |

**OFFICE OF POLICY AND MANAGEMENT**
**Cost Estimate of Arbitration Award**
**Dated February 28, 2014**

Bargaining Unit: NP-8 Correctional Supervisors
Period of Contract: July 1, 2013 through June 30, 2015

| | | |
|---|---|---|
| Number of Full Time Employees: | All Funds | 437 |
| | General Fund | 437 |

| | |
|---|---|
| Total Annual Wages (26 pay periods) All Funds: | $32,980,576 |
| Total Value of Fringe Benefits: | $5,303,277 |

| | Annualized Basis (26 Pay Periods for All Years) | | | | |
|---|---|---|---|---|---|
| | | Percent Increase | | | |
| Average Full Time All Funds: | Salary | Gen'l Wage Increase | AI's & Lump Sums | Other | Total |
| Prior to New Contract: | $75,470 | | | | |
| 1st Year Contract: 2012-2013 | $75,470 | 0.00% | 0.00% | 0.00% | 0.00% |
| 2nd Year Contract: 2013-2014 | $77,763 | 2.00% | 2.19% | 0.00% | 4.19% |
| 3rd Year Contract: 2014-2015 | $83,662 | 3.00% | 2.23% | 0.00% | 5.23% |

FULL-TIME COMPENSATION SUMMARY

| | | Financial Impact | | | |
|---|---|---|---|---|---|
| All Funds | Prior to Agreement | 1st Year 2012-13 | 2nd Year 2013-14 | 3rd Year 2014-15 | Annualized |
| Total Wages and Related Items | $32,980,576 | $0 | $1,001,791 | $3,579,572 | $3,924,969 |
| Fringe Benefits | | | | | |
| Value of Current Items | $5,303,277 | $0 | $161,088 | $575,595 | $631,135 |
| Arbitrated Improvements | | | | | |
| TOTAL WAGES AND BENEFITS | $38,283,853 | $0 | $1,162,879 | $4,155,167 | $4,556,104 |