

**ADMINISTRATIVE AND RESIDUAL  
[P-5]  
BARGAINING UNIT  
CONTRACT**

**- BETWEEN -**



**STATE OF CONNECTICUT**

**- AND -**



**ADMINISTRATIVE & RESIDUAL  
EMPLOYEES UNION  
LOCAL 4200-AFT/AFTCT, AFL-CIO**

**EFFECTIVE: JULY 1, 2011    EXPIRING: JUNE 30, 2016**



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## **PREAMBLE**

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations, hereinafter called “the State” or “the Employer” and the Administrative and Residual Employees Union,

WITNESSETH:

WHEREAS the parties to this Agreement desire to establish a state of amicable, understanding cooperation and harmony, and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency, and productivity;

NOW THEREFORE, the parties mutually agree as follows:

### **ARTICLE 1 RECOGNITION**

The State of Connecticut herein recognizes the Administrative and Residual Employees Union, hereinafter the “Union”, as the exclusive representative of the State Employees whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification SE-5971, subject to such modifications or clarifications of the unit as the Board or a court of competent jurisdiction may order, or to which the parties may agree.

### **ARTICLE 2 CONTRACT COVERAGE**

**Section One.** This Agreement shall pertain only to those employees whose job titles fall within Certification SE-5971 or by mutual Agreement of the parties and shall not apply to non-permanent employees 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 of appeal from termination due to expiration of position or failure to successfully complete the required examination and appointment process. Persons serving a Working Test Period are not excluded except as otherwise indicated in this Agreement.

**(a) New Classes.** The Employer will notify the Union of the establishment of new classes and its position concerning the bargaining unit placement. Said notice shall precede the filling of any positions within said classification including the transfer of incumbents from existing titles.

**(b) Changes in Job Specifications.** The Employer shall notify the Union as far in advance as practicable to permit the parties to negotiate the impact of changes in job specifications.

**Section Two. Provisional Employees.** 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 Three. Temporary Employees.** 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. When the service of such employee has been satisfactory for a period of six (6) months and a non competitive vacancy exists in the bargaining unit which he/she is qualified to fill, the Employer shall offer the position to the employee after permanent employees have been considered. Upon appointment to a permanent position the employee shall serve a Working Test Period as provided in this Agreement. Seniority shall be retroactive to the date of last hire upon successful completion of the Working Test Period. The period for advance notice to durationals who are employed without a specified termination date of the impending termination of their employment shall be not less than three (3) weeks.

### **ARTICLE 3 MANAGEMENT RIGHTS**

**Section One.** 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 the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; classification and pay grade for newly created jobs; 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 Two.** 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 4 EMPLOYEE BILL OF RIGHTS**

**Section One.** Each employee covered herein shall be expected to render a full and fair days work in an atmosphere of mutual respect and dignity, free from significant abusive or arbitrary conduct.

**Section Two.** An employee's off-duty conduct, speech, beliefs, politics or preferences shall not in and of themselves impact on his/her employment unless clearly job related.

(a) In any off-duty conduct involving criminal charges or criminal investigation, which yields no charges, statements made by the accused shall not be admissible in a later administrative action unless clearly job related.

(b) Any complaints not alleging criminal conduct shall be given to the affected employee within four (4) business days of receipt by the employing agency.

**Section Three.** An employee shall be entitled to Union representation upon his/her request at each step of the grievance procedure and all predisciplinary hearings.

**Section Four.** No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without being advised of his/her right to Union representation. If the employee waives right to representation in this instance, such waiver shall be in writing.

**Section Five.** No record of complaint against any employee shall be kept in an employee's personnel file unless such record includes identification of the complainant.

**Section Six.** No employee shall be compelled to offer evidence under oath against himself/herself in any disciplinary action. Testimony by the employee in his/her own behalf shall constitute waiver of this protection. (See Article 14, Section Six [b]).

## **ARTICLE 5 NON DISCRIMINATION**

**Section One.** The parties agree that neither shall discriminate against any employee, because of the individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, history of mental disorder or mental retardation, except on the basis of bona fide occupational qualifications. The parties further agree in all aspects to follow the provisions of C.G.S. Sections 46a-81c,d,e, regarding the prohibition of discriminatory employment practices.

**Section Two.** The parties agree to work jointly to eliminate and to prevent discrimination and to ensure equal opportunity in the application of this Agreement.

**Section Three.** The Employer shall not discriminate against any employee who has utilized the statutory "whistle blower" provisions and filed information with the appropriate statutory officials.

**Section Four.** Notwithstanding any provision of this Agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provision of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request, the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

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

## **ARTICLE 6 CONCERTED ACTIVITY**

**Section One.** Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with the mission of any State Agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work, but shall be interpreted consistent with any provisions of this Agreement on distribution and assignment of overtime work.

**Section Two.** In any appeal of disciplinary action taken as a result of an alleged violation of this Article, the arbitrator shall have no authority to alter or modify the disciplinary penalty imposed if such penalty is less than the equivalent of a five (5) day suspension.

**Section Three.** The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article. Immediate written notice to employees involved of their obligation under this Section, with copies of such notice served on the Employer, shall constitute compliance with this Section.

**Section Four.** The Employer agrees that during the life of this Agreement there shall be no lockout.

**Section Five.** The Employer will provide security for employees who continue to meet job obligations in spite of any illegal strike, picket line or other job action posing a hazard to the employees' safety.

**ARTICLE 7**  
**UNION SECURITY AND PAYROLL DEDUCTION**

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

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

If a change in salary causes a change in the amount of dues or assessment, which should be withheld, the change in dues or assessment shall be made simultaneously with any change in salary.

**Section Three.** An employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union or an employee whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under C.G.S. 5-280 to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of Union dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the minimum applicable dues and/or assessments payable to the exclusive bargaining agent.

**Section Five.** The amount of dues or agency service fees deducted under this Article shall be remitted to the Treasurer of the Administrative and Residual Employees Union as soon as available after the payroll period together with the list of employees for whom any such deduction is made.

**Section Six.** No payroll deduction of dues or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

**Section Seven.** No other organizations shall be entitled to deduction of its dues or service fees from the payroll.

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

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

**Section Ten. (a)** The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

**(b)** The State will provide the Union with another deduction slot, if and when said slot can be provided on a bargaining unit basis.

**ARTICLE 8**  
**UNION RIGHTS**

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

**Section Two.** The Union will furnish the State employer with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward, and shall keep the list current on a monthly basis unless there is no change.

**Section Three. Access to Premises.** Union staff representatives shall be permitted to enter the facilities of an 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 of their presence immediately to the supervisor in charge and do not interfere with the performance of duties.

The Union will furnish the State employer with a current list of its staff personnel and their jurisdictions, and shall maintain the currency of said list.

**Section Four. Role of Steward in Processing Grievances.** The steward will obtain permission from his/her immediate supervisor when leaving the work assignment to carry out steward duties in connection with this Agreement. When contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. Such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Such requests shall include names (employee's), work location and approximate time (anticipated) that will be needed. The steward will report back to his/her supervisor upon completion of such duties and return to work

without a loss in pay or benefits. The Union will cooperate in preventing abuse of this Section. Steward coverage shall be no greater than sixty-five (65) stewards, eight (8) of whom may be designated for general jurisdiction. Only one (1) steward shall represent a grievant at any given time.

(a) The selection and designation of stewards are recognized as exclusively Union functions.

(b) Stewards shall carry appropriate identification, provided by the Union, when performing steward duties.

(c) Stewards shall have reasonable access to work areas when performing steward duties associated with contract administration.

(d) Stewards shall be deemed to have the highest seniority in their classifications; on the condition they have permanent status therein, except as provided otherwise.

**Section Five. Bulletin Board.** The State will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

**Section Six. Access to Information.** The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**Section Seven. Union Business Leave.** Subject to prior written approval of the Office of Labor Relations, paid leave

may be granted to Union officers, stewards, delegates or designees as follows:

(a) For each year of the contract, a bank of one and three quarter (1.75) hours per employee in the bargaining unit as of July 1 to be used for Union business and steward training shall be established.

Union business leave shall be granted as follows:

(1) Usage shall be for no more than two (2) days per week per person. If the Union seeks additional usage, the State and the Union shall discuss the situation and may, by mutual Agreement, grant the leave usage.

(2) Usage shall not be unreasonably denied except where an agency emergency exists. However, if the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual Agreement, postpone or cancel the leave usage.

(3) Unless mutually agreed otherwise, the Union will give seven (7) full working days written notice requesting Union Business Leave to the Office of Labor Relations. The Union shall provide a concurrent copy to the affected agency.

(b) Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Leave in the third year may be supplemented by not more than ten percent (10%) of the bank from year four. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement.

Upon expiration of this Agreement and prior to approval of a successor agreement, the Union shall continue to have available leave time as provided in subsection (a) of this Section



Seven. Upon approval of a successor agreement, the leave time utilized during this transition period will be deducted from what approved leave time has been incorporated into the successor agreement.

**(c) Officers Leave.** Three (3) employees elected or appointed to a full-time office with the Union shall be eligible for an unpaid leave of absence not to exceed two (2) years. Extensions of said leave shall be requested and favorably considered on an annual basis.

One (1) additional employee elected or designated by the Union to a full-time Union assignment shall be eligible for full-time paid leave, which shall be remunerated by the Employer as follows:

**(1)** The Employer shall pay all salary and benefits. For the purpose of meeting this obligation, the Department of Administrative Services, at its discretion, may establish and fund a position at the level necessary to cover the paid leave until return to service can be arranged.

**(2)** Not less than half of the annual work hours shall be deducted from the Union leave bank.

**(3)** Upon request from the State, the Union shall make reimbursement for any gross salary not compensated from the Union business leave bank (pursuant to Subsection (c) [2]).

Upon return from such leave, the Employer shall offer the employee a position at least equal to the former position in pay, benefits and duties at the wage rates in force at the time of return from such leave. It is intended that the employee on leave shall return to service with all the classification and benefit adjustments attendant to the vacated position, which have accrued in his/her absence. This Article does not obligate the Employer to offer the employee a position in the employee's former agency unless such placement is practicable.

Upon return from leave, the employee on unpaid leave shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credit.

**Section Eight. Orientation.** The Employer will provide each new employee with a copy of the collective bargaining Agreement then in force and will furnish such employee with the name of his/her steward. The Employer shall notify the Union of new hires not later than the date of the first paycheck after hire.

**Section Nine.** The Employer shall provide space for Union meetings during non-working hours (including lunch periods) provided rooms are available and there is no disruption of work.

**Section Ten.** The existing practices within Agencies for paid leave time for employees serving as witnesses in administrative or judicial proceedings involving contract administration or enforcement shall continue for the duration of the Agreement.

## **ARTICLE 9 WORKING TEST PERIOD**

**Section One.** The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam. Dismissal of employees during the original Working Test Period shall not be subject to the grievance or arbitration procedure.

**Section Two. (a)** The Working Test Period for classes in the A&R Unit shall be six (6) months except for those classes established under C.G. S. Section 5-234, in which case the Working Test Period shall be for the duration of the established training program. Within ten (10) days preceding the

termination of the Working Test Period, and at such other times as the Commissioner of Administrative Services requires, the appointing authority shall report to said Commissioner of Administrative Services whether such employee is able and willing to perform the duties in a manner so as to merit permanent appointment. The Working Test Period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period of time not to exceed six (6) months.

(b) The Working Test Period for a promotion is four (4) months.

There shall be no Working Test Period for any employee with permanent status in the position who is involuntarily transferred in that job classification.

Any employee who is promoted to a position, which requires a Working Test Period, shall be advised by the immediate supervisor of his/her performance at the midway point of the Working Test Period. At the employee's request, such progress report shall be put in writing within ten (10) working days.

(1) If the employee's performance is "less than good", the immediate supervisor must offer suggestions for improvement, if requested by the employee. These suggestions shall be reduced to writing within two (2) weeks.

(2) If at the end of the Working Test Period the employee's performance in the new position is rated as unsatisfactory, he/she must be returned to the previous position or a comparable position without loss of any benefits or seniority rights.

**Section Three.** The Working Test Period shall commence on the date of appointment from the employment list if the

position is competitive. Otherwise, the Working Test Period shall commence on the date of original appointment. Employees provisionally promoted will have said provisional service credited toward completion of the Working Test Period when/if a permanent appointment is made.

**Section Four.** This contract shall not be deemed to terminate any right of appeal which may have existed prior to the Agreement alleging patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification, provided, however, no such claim will be processed under the grievance and arbitration procedure, and further provided this provision shall be deemed subordinate to Article 14 (Dismissal, Suspension, Demotion or Other Discipline), Section One.

**Section Five.** The State will waive the Working Test Period for trainees and pre-professional trainees who satisfactorily complete two (2) year training programs. For trainees and pre-professional trainees with program duration of less than two (2) years, the total time which may be served before permanent appointment shall not exceed two (2) years, assuming satisfactory performance. Employees successfully completing a one (1) year training class shall be subject to a four (4) month Working Test Period in the target class. In all other instances, the State retains the discretion to count time spent in professional trainee or pre-professional positions toward completion of the prescribed Working Test Period.

**Section Six. Appeal rights for employee in two (2) year training classes.** Notwithstanding the provisions of Section Four above, the following applies to employees in two (2) year training classes:

The parties acknowledge that training classes are created for the purpose of preparing employees for their target class. It is agreed that one (1) year of employment in pay status is sufficient to evaluate the potential of an employee, but said evaluation

period may be extended by the equivalent of any long term illness (greater than five (5) consecutive days) or leave without pay. Training class employees who have performed in the class as defined above, for the equivalent of one (1) year and are subsequently determined by the Employer to be incapable of performing the job duties of the training class, shall be entitled to the right of appeal to the second step of the grievance procedure, when the employee alleges patent employer unfairness, or variation from the assigned job classification.

An employee who is determined by the Employer to be incapable of performing the job duties of the training class, but who is considered by the Commissioner of Administrative Services to be suitable for employment in some other department, may be restored to the employment list.

## **ARTICLE 10 SERVICE RATINGS**

**Section One.** All employees shall receive an annual evaluation three months prior to their anniversary date (January 1, or July 1, as applicable). (C.G.S. Section 5-210(b) for reference). When the month end falls on a holiday or weekend the rating shall be deemed timely if tendered on the first business day after said weekend or holiday. Service ratings may be issued: **(1)** during any Working Test Period, **(2)** when the employer wishes to amend a previously submitted less than good rating due to marked improvement, **(3)** and at such other times as the appointing authority deems that the quality of service of an employee should be recorded.

No second "less than good" rating shall be given until the employer has implemented a remedial plan which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. In any event, said remedial plan must be in place for at least six (6) months before a second "less than good" rating is issued.

The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

**Section Two.** A service rating will be conducted by the management designee familiar with the employee's performance in his/her current job assignment. No supervisor shall make comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

**Section Three.** Ratings of fair in two (2) categories and/or unsatisfactory in one (1) or more categories shall constitute an overall rating of "less than good". Any other rating shall be considered good, except that a fair rating shall indicate a need for improvement. An employee who has received a "less than good" rating should be counseled.

**Section Four.** An employee may appeal any overall evaluation or evaluation category in which the rating was other than "good or better". The evaluator bears the burden of demonstrating the appropriateness of said evaluation.

**Section Five.** The service rating form remains a negotiated document.

## **ARTICLE 11 PERSONNEL RECORDS**

**Section One.** An employee's personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record, provided however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level.

**Section Two.** An employee covered hereunder shall, on the employee's request, be permitted to examine and copy, at a cost of ten (10) cents per page, all materials in his/her personnel file, other than preemployment material or any other material that is confidential or privileged under law. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee. The Union and/or member has the right to take an inventory of the contents of the personnel file at any time.

**Section Three.** No new material derogatory to an employee shall be placed in the employee's personnel file unless the employee or the Union Steward has been afforded an opportunity to sign (indicating receipt of such material) and has received a copy of such material. Notices of proven or accepted discipline and stipulated resolutions thereof are recognized as records to be retained in the personnel file unless the parties mutually agree otherwise, and such agreement is incorporated as part of the terms of said stipulation.

Within thirty days of receipt an employee may file a written rebuttal to such derogatory materials or request that such material not subsequently merged in a service rating be VOIDED in the record. For purposes of this Section VOIDED SHALL BE DEFINED AS: 1) the document has been removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document, and 3) the document is not usable in the future as a reference or a document.

**Section Four.** This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service ratings. However, such notes or records shall not be admissible in any appeal unless the material has been included in the employee's personnel file in a manner consistent with this

Section. The supervisor shall forewarn or notify the employee of any deficiency in advance of the preparation of service ratings or taking disciplinary action.

**Section Five.** When an employee seeks access to his/her personnel file, the Employer shall provide time off, charged as work time, to travel to the agency office to examine the file or have the file or copies of its contents transferred to the employee's work site for inspection in accordance with Section Two, but not more than a total of twice per calendar year, except in conjunction with grievance processing, service rating review and/or merit promotional procedures.

**Section Six.** Requests for information contained within a Personnel File ("Record") shall be complied with to the extent required under existing law (e.g. court order, Freedom of Information).

## **ARTICLE 12**

### **SENIORITY**

**Section One. (a)** Seniority shall be defined as an employee's length of state service since date of last hire.

For part-time employees, seniority shall be pro-rated in accordance with the number of hours worked by the employee.

**(b)** An employee's seniority shall accrue during the following periods:

- (1) War service (including service prior to State employment)
- (2) Military leave
- (3) Paid leave
- (4) Workers' Compensation
- (5) Unpaid sick leave, disability, family emergency due to illness, and authorized leaves of absence



- (6) Non-disability maternity leave of up to six (6) months
- (7) Layoff, to a maximum of twelve (12) months or the length of employee's service, whichever is less; Union leave of any length; and/or sick leave bank time.

(c) For purposes of vacation selection, Union stewards with permanent status shall be deemed to have the highest seniority in their agency.

**Section Two.** Seniority shall not be computed until after completion of the initial Working Test Period.

**Section Three.** State service while working in a provisional or trainee position shall not accrue until permanent appointment, whereupon it shall be retroactively applied to include such service. This limitation shall not apply when the employee has achieved permanent status prior to appointment to the trainee position or on a provisional basis.

**Section Four.** Seniority shall be deemed broken by: (a) termination of employment caused by dismissal, (b) failure to report for five (5) working days without authorization unless the employee provides a valid reason for not notifying the agency or (c) any other termination not in good standing.

Credit will be granted to any employee with permanent status who is reemployed within one (1) year after termination in good standing, including reemployment from retirement.

**Section Five.** Seniority lists shall be maintained annually with September 1 the target date for completion of seniority lists.

**Section Six.** Seniority shall be the controlling factor for: (a) holiday staffing, (b) overtime, or (c) shift assignments providing the more senior employee is capable of doing the available work.

**Section Seven.** Seniority as defined above shall be utilized for the following purposes: (a) longevity, (b) length of vacation leave, and (c) vacation period selection. Effective July 1, 1984 and limited to leaves which begin on or after said date, longevity shall not include those leaves described in Section One(b)(5) and Section One(b)(6) supra. Notwithstanding the foregoing, all periods of state service shall count towards the determination of an employee's longevity entitlement.

## **ARTICLE 13**

### **ORDER OF LAYOFF OR REEMPLOYMENT**

**Section One. (a)** A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or economic necessity.

**(b)** Employees who have not attained permanent status in the classification in which the layoff is to occur shall be removed before any permanent employee.

**Section Two. (a)** For the purpose of layoff selection, seniority shall be defined as accumulated service in the P-5 bargaining unit. If seniority of two (2) or more employees is exactly the same, the more senior employee shall be determined by considering: 1) total state service 2) time in classification; 3) a coin toss.

**(b)** The Employer may designate certain persons as “key persons” within the agency. A key person shall be deemed to have greater seniority than any other bargaining unit employee who would seek to displace him/her under the provisions of Article 13(3), following layoff from another agency. A “key person” shall be bypassed by the lateral displacer, who shall displace the next, more senior person in that title, if one exists.

A “key person” may not be retained over another, more senior, agency employee, nor may the privilege be asserted against an employee with super seniority, under the Article.

The agency shall resolve any conflict(s) caused by competing claims for employees with rights asserted under this section and Section (b), above. Agencies shall be entitled to the designation, based upon the following formula:

Agencies with fewer than 75 unit employees	2 key persons per year.
Agencies with fewer than 125 unit employees	3 key persons per year.
Agencies with 125 + unit employees	4 key persons per year.

No employee may be designated as “key” until that person shall have either one (1) year in the classification; or three (3) years in the job series.

The agency lists shall be forwarded, annually to the Union; no later than April 30, of each year. The list may be changed for the next declaration period; but there shall be no right of substitution (during that contract year) unless the designee leaves the bargaining unit, or the employ of the agency.

The decision to designate or not, is deemed to be an exclusive managerial decision. No employee may grieve the Employer's decision to exercise said right; nor may an employee grieve the loss of designation as “key person”.

**Section Three.** No employee shall be laid off if any employee within the same class with less bargaining unit seniority is retained (subject to Section Two supra). This provision shall not apply to Union stewards who are deemed to have the highest seniority in their classification.

(a) An employee whose position is to be eliminated who is not the least senior in his/her classification shall laterally

displace the least senior employee in that classification in his/her agency who may then elect as follows:

- (1) To accept the layoff and exercise Section Six rights
- (2) To laterally displace the least senior employee in the classification statewide, or
- (3) To bump down within his/her agency pursuant to Subsection Five infra.

If the employee elects (3) above, that employee shall have an absolute right to the first agency vacancy in his/her former classification, in addition to and notwithstanding any of the other provisions of this article (See Section Six [e]).

(b) Any employee displaced from his/her classification by exercise of Section Three (a) (2) or (3) supra shall exercise bumping rights as defined in Section Five, infra in the agency from which the original layoff occurs, if his/her employing agency cannot arrange to absorb the employee to be displaced.

**Section Four.** The State employer shall give an employee and the Union not less than one six (6) weeks written notice of layoff, stating the reason for such action. When practicable, additional advance notice shall be given. An employee shall have four (4) weeks from receipt of notification of layoff in which to exercise bumping rights pursuant to Section Five, herein. The Commissioner of Administrative Services shall arrange to have the employee transferred to a vacancy in the same or comparable class or in any other position which, in the judgment of the State employer, the employee is qualified to fill within the department, agency or institution in which the employee works. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Five.

(a) The Employer shall attempt to provide training for employees who, but for the absence of certain identifiable skills, would be eligible for employment in currently vacant positions within the bargaining unit.

(b) When addressing questions of position to be considered as comparable the comparability listing promulgated by the Department of Administrative (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 October 1995 comparability tables.

**Section Five.** In lieu of layoff, an employee with more than two (2) years of continuous State service may bump into a lower class within the same classification series or a class declared comparable within the agency in which the layoff occurs, and shall bump the employee with the lowest bargaining unit seniority in such lower class subject to the provision of Section Two.

The bumper shall be paid for service in such lower class as provided in Regulation 5-239-2(f).

**Section Six. Reemployment List.** (a) The names of permanent employees who are eligible for reemployment shall be arranged on appropriate reemployment lists in order of seniority in the State service, and shall remain thereon for a period of three (3) years.

(b) Employees shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly held 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.

(c) An employee appointed to a position from a lower class from which the employee was laid off, shall remain eligible for reemployment to the higher classification. An employee appointed to a position from the reemployment list to a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to the employee's former salary in the higher classification from which laid off, but not more than the rate the employee was receiving at that time of layoff.

(d) There shall be no appointment from outside State service until laid-off employees eligible for rehire and qualified for the position involved are offered reemployment.

(e) Any employee who elects to accept another position in his/her former classification shall forfeit the absolute right described in Section Three (a)(3) of this Article.

(f) For the purpose of layoff selection, it is understood that an employee in a training class is deemed to be an incumbent in his/her target class. This provision shall not alter the reemployment rights, if any, to which such individual is entitled by contract.

**Section Seven.** For the purposes of this Article, the Employment Security Division may, at the discretion of the Labor Commissioner, be excluded from the remainder of the Labor Department and deemed to be a separate agency.

**Section Eight. Impact of 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 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.

(c) **Sunset Clause:** The provisions of this Section expires automatically on the expiration date of this Agreement.

## ARTICLE 14

### **DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE**

**Section One.** (a) No employee shall be suspended, demoted, or reprimanded except for just cause.

(b) No permanent employee in the classified service who has completed the Working Test Period and no unclassified employee who has completed six (6) months of service or the pre-tenure period, whichever is longer, shall be dismissed except for just cause.

**Section Two.** Grievances concerning dismissal, suspension or disciplinary demotion shall be submitted directly to Step II of the grievance procedure within fifteen (15) days of the receipt of official notification of such action. The fifteen (15) days referenced herein commence with receipt by the Union (Union representative) of a copy of the notification of discipline. In the event the notification is mailed to the Union, it shall be by certified mail. When feasible, the Union will provide the agency with a concurrent copy of the Step II filing. All other grievances shall be filed at Step I.

**Section Three.** The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and will supersede any preexisting forums.

**Section Four. 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 shortcomings, while avoiding embarrassment and public display.

**Section Five.** Placement of an employee on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay.

At the expiration of the thirty (30) day period, the employee shall be either:

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

**Section Six. Interrogation. (a)** 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 present upon request, provided however, this provision shall not unreasonably delay completion of the interrogation. The interrogation shall not in any case be delayed beyond twelve (12) working hours irrespective of the ability of the Union to provide the required representation. However, no employee will be forced to appear on the day/shift of such notice. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

**(b)** No employee shall be compelled to offer oral or written evidence against himself/herself in any investigation or (pre)



disciplinary action. Statements by the employee in his/her own behalf shall constitute waiver of this protection.

**Section Seven.** Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union stewards. The applicability of this Section to employees on unscheduled work weeks shall be a subject of continuing discussion at local unit levels by the appropriate Labor Management Committees.

**Section Eight.** C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, 1994 are hereby incorporated by reference.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

**Section One. Definition. Grievance.** 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 Two.** Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, and (e) the remedy or relief sought. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

**Section Three. Grievant.** 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 in its own behalf. When individual employee(s) or group of employees elect(s) 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 Four. 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 to avoid the formal procedures.

**Section Five.** A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within (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.

(a) In an arbitration proceeding developing from Article 4, the arbitrator's remedy shall be limited to a "cease and desist" order or comparable corrective action.

#### **Section Six. The Grievance Procedure.**

**Step I. Agency Head or Designee.** A grievance shall be submitted to the Agency Head or designee. A meeting with the Union representative and/or grievant shall be held within ten (10) days of receipt of the grievance and a written response shall be issued within ten (10) days thereafter.

**Step II. The Office of Labor Relations.** The parties acknowledge that orderly administration of the contract grievance procedure requires the Director 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 Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Director of Labor Relations within twenty (20) days of the date of the Step I response. Said Director may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

**Step III Arbitration.** Within ten (10) working days after the State's answer is due at Step II or if no conference is held within sixty (60) days, within ten (10) working days after the expiration of the sixty (60) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s) except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five working days.

**Section Seven.** For the purpose of the time limits hereunder, "day" means calendar day unless otherwise specified. The parties by mutual agreement may extend time limits. The State Employer may waive Step I by notifying the steward and/or notifying the Union Office.

**Section Eight.** In the event that the State Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the State Employer's answer had been filed timely on that last day.

The grievant assents to the last attempted resolution by failing timely to appeal timely said decision or by accepting said decision in writing.

**Section Nine. Arbitration.** (a) The parties shall agree to expand the arbitration panel to seven (7) arbitrators from which a specific arbitrator shall be selected on a rotational basis. Each party retains the right, following three (3) case experiences to

strike any particular arbitrator from the panel. In such case, a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator. Submission to arbitration shall be by letter, postage prepaid, addressed to the Director of Labor Relations. The submission shall specify that the arbitrator must be available to schedule the beginning hearing within twenty (20) days of his/her appointment.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability. Cases involving discharges, transfers, layoffs, or actions in which delay might render any remedy moot shall be given preferential scheduling.

**(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 suspension in excess of five (5) days, the parties 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 costs 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 retroactively 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 C. G. S. Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

**Late Arbitration Awards.** On those cases in which an arbitrator fails, without permission of the parties, to render a decision within the contractual time limits:

- (a) The award shall be void.
- (b) The arbitrator shall be dropped from the panel.
- (c) The arbitrator shall not be paid.

**Expedited Arbitration.** Expedited arbitration shall be available in those cases where time based issues are critical and for other grievances where the parties agree that such speedier process is mutually advantageous.

The procedure for said grievances shall be as follows:

- (1) Grievance files at Step II within ten (10) days of notice of the action.
- (2) Step II conference within ten (10) work days of receipt.
- (3) Employer response within three (3) work days of conference.

- (4) Claim for arbitration to be filed within seven (7) work days of receipt of the Step II response.
- (5) Arbitration to be scheduled within twenty (20) work days of claim.
- (6) Arbitration decision may be issued as bench decision, by mutual agreement of the parties, but in all cases the award will be issued within ten (10) days of the close of the hearing.

All deadlines specified in this section may be waived by mutual, written consent of the parties. It is recognized that in scheduling an expedited arbitration, a regular grievance scheduled for arbitration may be replaced by the expedited grievance with mutual agreement of the parties. Furthermore, it is recognized that the failure to meet the appeal time frames established for the Union to move the grievance forward serves as removal of the grievance from expedited status to regular grievance status.

**Section Ten. (a)** Notwithstanding any other provision of this Agreement, the following matters shall be subject to the grievance procedure but not to arbitration:

(1) compliance with health and safety standards covered by CONN OSHA:

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

**(b)** Notwithstanding any other provision of this Agreement, the following matters shall not be subject to either the grievance procedure or arbitration:

(1) dismissal of non-permanent employees.

(2) the decision to make a layoff and non-disciplinary termination of employees.

**Section Eleven.** (a) The existing procedures for handling appeal of rejection from admission to examination and disputes over reclassification shall remain in force, except that the final step of the reclassification procedure shall be the same as the final step in the appeal of rejection from admission to examination, with the decision to be rendered within forty-five (45) days.

(b) The Union shall be entitled to have a representative attend all deliberations of the reclassification panel and to offer input during the said deliberations.

**Section Twelve: Conferences and Hearings.** All Step II Conferences, Arbitrations, Facilitations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

## **ARTICLE 16 HOURS OF WORK**

**Section One.** (a) The standard workweek for all full-time employees shall be forty (40) hours, normally Monday through Friday, eight (8) hours per day between the hours of 8:00 a.m. and 5:00 p.m.

The establishment or disestablishment of non-standard workweeks or schedules shall be made only to meet changing agency operation needs and only after advance approval by the Office of Labor Relations, and prior negotiation with the Union and not less than two (2) weeks advance notice to affected employees, except when:

- (1) The standard workweek is being established; or,
- (2) An emergency situation exists. For such exception, notification and/or consultation shall be made as soon

as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

(b) Employees' request for compressed work schedules (including a four (4) day work week) may be implemented when the following conditions prevail:

(1) The employee initiates said request along with supportive justification.

(2) Such a request is compatible with agency operating needs.

(3) Such a request receives the review and approval of the Agency Head.

(4) The Agency Head shall forward said endorsement to the Office of Labor Relations and it shall be treated as a request for a non-standard work week.

(5) Disputes hereunder are neither grievable nor arbitrable.

**Section Two.** For the purpose of determining hours of work, a duty station shall be defined as the State-owned or leased building, or other locations at which an employee reports for duty. An employee's work day shall begin at the duty station except as outlined below.

(a) For designated field employees, the duty station shall be defined as the first business call. However, if the first or last business call is more than thirty (30) minutes from home (if by personal vehicle), pickup point (if by State vehicle) or hotel/motel (if traveling outside of the State on State business), the excess over thirty (30) minutes shall be considered as time worked. Provided, however, if the employee resides outside of the State of Connecticut, the standard work day will be measured from the State line when conducting field assignments



in Connecticut or passing through Connecticut on field assignments. Such employee conducting field assignments in his/her State of residence will use his/her personal residence as the point of reference for measuring the thirty (30) minute time period above. Provided, however, designated field employees who conduct field assignments in other States will use the hotel/motel in which they stayed the night prior to the call as the point of reference for measuring the thirty (30) minute time period above. The out of State lunch reimbursement policy shall not apply to designated field employees living out-of-state who perform field assignments in their State of residence and/or in Connecticut. Meal reimbursement shall apply for all field assignments outside of Connecticut and outside the individual's State of residence.

(b) For designated office employees whose duty station is periodically rotated to meet agency operating needs, said provision (a) shall be equally applicable, except that the facility to which the employee is assigned shall be considered as the first (and last) business call.

Any such employee whose duty station is changed shall be given a minimum of two (2) weeks advance notice of such change except in unusual circumstances.

**Section Three. Meal Periods.** Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency. Airport Managers assigned by the appointing authority to be on call during the meal break shall be paid for such meal breaks.

**Section Four. Rest Periods.** Unless precluded by existing agency policy and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift.

**Section Five. Overtime.** (a) The provisions of this Section shall be interpreted consistent with C.G.S. Section 5-245 except when specifically provided otherwise.

**(b) (1)** Time and one half shall be paid for all hours in excess of forty (40), except as may otherwise be provided in Article 16A, or C.G.S. Section 5-245 for employees on approved rotating shifts, unscheduled positions or classes, and averaging schedules.

**(2)** Employees shall continue to be paid overtime consistent with this Agreement, although the parties recognize the statutory obligation that eligible employees be paid overtime in compliance with the provisions of the federal Fair Labor Standards Act (FLSA).

After the payment of overtime in accordance with the Collective Bargaining Agreement (see generally, this Article), an employee's additional FLSA payment, if any, shall be computed according to the rules set forth in the FLSA (29, CFR Part 778 et seq). In determining whether said employee is eligible for FLSA overtime payment, only "hours worked" as defined in the Act shall be counted. Furthermore, the FLSA liability shall be offset by the amount of overtime payments already paid to said employee in accordance with this Agreement and existing practice, for that FLSA work period.

**(c) Call Back Pay.** Employees who have left work after the end of their scheduled work shift and who are called back to work or called to perform business related tasks, shall receive a minimum of four (4) hours of overtime, including portal-to-portal travel, if applicable. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

**(d) Exempt Employees. (1)** Except as may otherwise be provided by specific terms of this Agreement, C.G.S. Section 5-245(b)(1) shall be deemed to exempt from overtime payment all employees being paid above Salary Grade 24, and those unclassified positions which on June 30, 1977 were deemed exempt positions. Subject to the operating needs of the agency:

(2) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly and recurrently to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off, and;

(3) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off.

Employees shall be allowed to bank up to but not more than 100 hours of compensatory time. If, at any time an employee's personal compensatory time bank exceeds the 100 hour maximum, the employee shall be paid for the time in excess of 100 hours as soon thereafter as is practicable. Said monies shall be paid at the pay rate in force on the date of the payment. Employees who exceed the 100 hour maximum on the date of legislative ratification of this Agreement shall arrange with their Agency to eliminate the excess by use of release time and/or payment, but in no case may they continue to bank new compensatory time until their bank is less than 100 hours.

(4) In no event shall such compensatory time be deemed to accrue in any matter or be the basis for compensation upon termination of employment.

(5) Employees who are consistently denied compensatory time off under Subsection 1 or 2 may grieve up to but not beyond the Commissioner of Administrative Services.

The Commissioner may direct the granting of the compensatory time or request that the Office of Policy and Management authorize payment of such compensatory time in lieu of time off. The employee will either receive compensatory time off or payment.

(6) In cases of national or State emergency or where prior approval has been given by the Office of Policy and

Management, exempt employees may be paid overtime consistent with this Article. This paragraph is not intended to preempt or nullify any existing provisions which vary the exemption rules.

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

(f) Employees assigned to work out of state shall be compensated at the same rate of compensation as would be applicable if the work was performed in the state.

Employees assigned to travel out of state as part of a regular work assignment, shall be compensated for the actual time spent in such travel.

(g) Each organization unit of a State agency shall establish a volunteer overtime list. An employee may remove/add his/her name from/to the list with two (2) weeks notice. In the event no volunteer is available, the State has the right to require overtime when practicable. Overtime equalization shall be practiced consistent with agency operating needs. An employee who has not volunteered for overtime shall not be penalized for such refusal. The State shall designate job titles where mandatory paid overtime can be required. There shall be no compensatory time for employees eligible to receive overtime pay.

**Section Six.** When the employee is late for work due to inclement weather, hazardous driving conditions, or mass transportation failures, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift. In exceptional circumstances, up to 2-1/2 hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants. In assessing whether or not to excuse lateness in excess of an hour, consideration will be given to the time the employee arrives at work when compared to other employees traveling to work under similar circumstances.

Failure to excuse lateness of up to 2-1/2 hours shall be subject to the grievance and arbitration provisions of this Agreement. In any arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the Employer.

In those cases in which either the additional 1-1/2 hours are not credited to the employee, or the lateness exceeds 2-1/2 hours, said employee may opt to either make up said time or charge said excess time to accrued leave.

**Section Seven.** Consistent with C.G.S. Section 5-248c and the regulations promulgated there under, a permanent employee may submit a request to the appointing authority for a voluntary schedule reduction. The appointing authority shall promptly review such request and notify the employee of the approval or denial of the request. The approval or denial of such request is neither grievable nor arbitrable.

## **ARTICLE 16 A**

### **ALTERNATIVE WORK SCHEDULES**

**Section One.** The State shall continue to implement and operate for employees in all agencies, AWS schedules; the degree of employee free choice and band-width may vary from agency to agency or subunit to subunit, but the preference shall be for maximum employee free choice where feasible. Any bargaining unit employee not otherwise exempted by agreement, or by action of the employer as set forth below, may participate in the available options.

Employees whose salaries are currently below the (Article 16, Section 5 [d]) Overtime Cap may nevertheless participate in pure flextime, averaging and compressed workweek options to the same degree as those above the cap. Any such employee who voluntarily chooses such a schedule option, shall be

allowed to work up to eighty (80) hours in any pay period before qualifying for paid overtime. This provision shall supersede relevant statutes in accordance with the provisions of the State Employee Relations Act, C.G.S. Section 5-278b.

(a) Each State Agency will have established a menu of alternative work schedule options. The menu of options shall be available to full-time permanent employees. Said menu may include the following:

1. unrestricted daily starting/quitting time; around a core hour structure.
2. 5/4 or 4/5 bi-weekly.
3. weekly variable starting and quitting time.

Agencies may be exempt from offering alternative schedules based on business needs. In requesting such exemption the agency must provide its justification to the Office of Labor Relations, who shall in turn inform the Union of its determination concerning the exemption. Upon request from the Union, through the Office of Labor Relations, the parties shall meet and discuss the exemption.

(b) Assignment to any variation of the standard workweek, is not considered an alternative work schedule.

(c) There shall be an AWS Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as are set forth hereafter. The State and the Union shall share equally the Facilitator's expenses.

(d) Each agency shall maintain an AWS Committee of an equal number of representatives of the Union and the Agency. The Committee shall review and vote upon all new and/or revised, AWS programs and offerings. No dispute shall be deemed ripe for arbitration until the Committee has reviewed same; or has failed to meet within fifteen [15] days of notice of a pending dispute.

**Section Two.** Employees shall submit quarterly the schedule from the menu of options that the employee wishes to be working for the following quarter. The submittal will be to the employee's supervisor (non-bargaining unit). The grant or denial of this submitted schedule will be based on business needs. Staffing compliments required during a workday are to be determined solely by management.

**Section Three. Reduction and/or Elimination**

Except as otherwise provided herein, the employee and the Union must receive not less than ten (10) days notice of an Agency's intent to modify, suspend, or discontinue any alternative work schedule. Agencies may reduce, or eliminate alternative work schedules based upon written supportive factual evidence of one or more of the following:

- (a) increased cost or unduly burdensome
- (b) inconvenience or decrease in service to the public
- (c) decrease in work productivity
- (d) inability of the employer to maintain or sustain adequate staffing levels

Except as otherwise provided herein, a reduction or elimination of an alternative work schedule is subject to direct arbitral appeal pursuant to the arbitration provisions of this Agreement, but shall not be deemed ripe for submission to arbitration until the AWS Facilitator has reviewed same, and issued a non-binding opinion thereon. Unless the Union agrees to the contrary, actions to reduce or eliminate programs shall be stayed until receipt of the Facilitator's opinion. The Facilitator shall have binding authority to continue or terminate the stay, pending appeal through arbitration.

**Section Four. Individual Options**

(a) An employee who can demonstrate a need for a non-AWS option, schedule modification based upon childcare

responsibilities, eldercare, family or personal medical condition or treatment, or other care obligations, educational programs, carpooling or mass transportation considerations, shall be accommodated whenever possible. The AWS Facilitator shall have binding authority to resolve these disputes. Such request shall be reviewed quarterly.

(b) An employee shall qualify for said accommodation unless the Agency can establish that the employee has demonstrated a pattern of a lack of dependability during the preceding twelve (12) months. Said pattern must have been documented in writing, and the employee must have been provided with an opportunity to acknowledge receipt of said documentation. Management shall give due consideration as to whether the grant of said schedule might logically cure the dependability problem.

(c) The Appointing Authority may revoke a preferred schedule if an employee has been found to have misconducted him/herself in any manner with respect to the schedule. The removal of said schedule shall be stayed until the matter can be reviewed initially by the AWS Facilitator, who may issue an interim order regarding the schedule. Said order shall be limited to the issue of whether the stay should continue pending submission of the threshold issue to the [disciplinary] arbitrator [Grievance Panel].

### **Section Five. Conflicts**

Whenever possible, Article 12 “seniority” shall apply in resolving conflicts between similarly classified employees and competing requests for schedules. Medical requests, ADA accommodations, and employee performance shortcomings considerations are examples of agreed exceptions to the seniority rule.



## **ARTICLE 17**

### **HOLIDAYS**

**Section One.** 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 Two.** Unless superseded in this Article the provisions of C.G.S. Section 5-254 and the appurtenant regulations shall continue in force.

**Section Three. Holiday Pay.** Each full time employee shall receive pay for the holidays as designated in Section One as follows.

1. When an employee's schedule includes a holiday, but the employee is not obligated to work on that designated holiday, said employee shall receive his/her regular week's pay for the week in which the holiday falls [said holiday pay is equal to eight (8) hours].

2. When an employee is neither scheduled to work, nor called-in on the holiday the employee shall receive a compensatory day of eight (8) hours.

3. If an employee works on the holiday as part of his/her regular schedule, the employee shall receive a compensatory day off plus he/she shall be paid time and one-half for all hours worked on the holiday.

(a) By mutual agreement between the employee and the agency, any single holiday listed above, may be worked in exchange for a day off on the day following Thanksgiving.

4. An employee who is scheduled to be off on a holiday but is called in on that holiday shall receive pay at time and one-half for all hours worked plus a compensatory day off.

5. An employee regularly scheduled for less than a full day on a holiday shall be compensated as follows:

(a) An employee who works shall be paid time and one-half plus a compensatory day as in Section Three above.

(b) An employee who does not work shall receive a total of eight (8) hours holiday credit, which shall be applied so as to guarantee a full week's pay in the week of the holiday. The excess shall be banked as compensatory time.

6. Except where otherwise provided herein, a compensatory day paid to an employee who actually worked on the holiday shall be equal to eight (8) hours. Any current stipulated agreements regarding the length of the compensatory day shall be deemed void by virtue of this provision.

**Section Four.** At agencies where a regular schedule requires an employee to work on a holiday, staffing needs to be met by volunteers before employees are assigned, provided there are sufficient volunteers qualified and available to meet the agency's operating needs. The Employer may schedule an employee for a compensatory day off within thirty (30) days of the date the holiday was worked, at the mutual convenience of the parties. If such compensatory day cannot be scheduled within the thirty (30) day period, the employee may request, within forty-five (45) days of the date the holiday was worked, payment at the regular rate of pay earned at the time the holiday was worked. Otherwise, the Employer may schedule a compensatory day off within ninety (90) days of the date the holiday was worked, or at the conclusion of the ninety (90) day period, pay the employee at the regular rate of pay earned at the time the holiday was worked. Seniority shall be considered in meeting staffing needs, consistent with the above.

**Section Five. Premium Holidays.** Any employee required to work on a premium holiday (Christmas, New Years, Thanksgiving, Memorial Day, July 4th, Labor Day), shall be paid at the rate of time plus one-half (1-1/2) for all hours worked

on the holiday plus his/her regular pay for the day, unless the employee wishes compensatory time in lieu of the day's pay.

**Section Six.** In the case of any premium holiday, the premium pay described in this Section Five shall be applicable on both the actual holiday and the observation day. Nothing herein shall permit any given employee who works both the holiday date and the observation date to claim premium holiday payment for more than one (1) of the dates worked.

## **ARTICLE 18 VACATIONS**

**Section One.** Employees who were on the State payroll as of June 30, 1977 shall accrue one and one quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days for each completed calendar month of service. For employees hired on or after 7/1/77, the following vacation leave shall apply:

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

**Section Two.** No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Such permission shall not be unreasonably denied. Employees are urged, however, to schedule use of vacation leave to preclude build-up of accrued vacation.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on or after July 1, 1977, the maximum accumulation shall be sixty (60) days.

**Section Three.** Except as provided herein, the written rules and regulations relative to vacation leave will continue in force.

(a) No vacation leave shall accrue for any calendar month in which an employee is on leave of absence without pay for an aggregate of more than five (5) working days.

(b) When a full day off is granted by the act of the Governor, an employee on vacation shall not have the day charged as a vacation day.

**Section Four.** Subject to operating needs, agencies shall attempt to provide each employee who so requests with a total of one (1) week vacation leave during prime vacation period (June 15 through September 15 and November 20 through January 30). Arbitrary denials under this provision may be appealed through the grievance and arbitration procedure.

**Section Five. 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 Six. Personal Leave.** In addition to annual vacation, each appointing authority shall grant to each full-time permanent employee in the state service three (3) days of personal leave of absence with pay in each calendar year. Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in a calendar year shall not be accumulated.

**ARTICLE 19**  
**SICK LEAVE**

**Section One.** Each full-time employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per completed calendar month of service.

(a) Such leave starts to accrue only on the first working day of the calendar month and is credited upon completion of the month.

(b) No sick leave will accrue when an employee is on leave of absence without pay for an aggregate of more than five (5) working days.

**Section Two.** The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with C.G.S. Section 5-142 or Section 5-143 except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

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

(a) for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;

(b) in the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

(c) in the event of critical illness or severe injury to a member of the immediate family creating an emergency,

provided that not more than five (5) days of sick leave per calendar year shall be granted therefore;

(d) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than three (3) days of sick leave per calendar year shall be granted therefore.

**Section Four.** If an employee is sick while on annual vacation leave, the time shall be charged against accrued sick leave.

**Section Five.** A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

**Section Six.** An employee laid off shall regain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis pursuant to Article 13, Section Six.

**Section Seven.** An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

**Section Eight.** All sick leave shall be recorded in the attendance records of the appointing authority. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. The records shall be subject to review by the Commissioner of Administrative Services, and said records shall be available at reasonable times to the employee concerned. Except as otherwise provided in this Agreement or applicable Statute or Regulations, no employee shall be required to disclose the nature of the illness underlying a sick leave request.

**Section Nine.** Sick leave shall accrue for the first twelve (12) months in which an employee is receiving Workers' Compensation benefits.

**Section Ten. Medical Certificate.** An acceptable medical certificate, which shall be on the form prescribed by the Commissioner of Administrative Services or a form signed by a licensed physician or other practitioner whose method of healing is recognized by the State providing the same basic information, may be required of an employee by his/her appointing authority to substantiate a request for sick leave for the following reasons:

(1) any period of absence consisting of more than five (5) consecutive working days;

(2) to support request for sick leave of two (2) days or more during annual vacation;

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

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate, except cases of alleged misconduct, which shall continue to be covered by Article 14.

The employee may grieve the imposition of the prospective medical certificate requirement. In such event the arbitrator may deny imposition of the requirement if the Agency can be shown to have acted arbitrarily or capriciously. During the pendency of the grievance, the imposition of the medical certificate requirement shall be stayed. The stay shall be in the nature of a temporary restraining order pending an expedited review arbitration on the validity of the stay, or the appropriateness of the medical certificate requirement.

**Section Eleven.** Upon death of an employee who has completed 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 of sixty (60) days' pay. The provisions of this section shall take effect July 1, 1980.

**Section Twelve.** This Article supersedes Regulations 5-247-1 through 5-247-4 and 5-247-7 through 5-247-11.

**Section Thirteen. Family Leave Provision.** An employee who is seriously ill, or who has a seriously ill relative, as described by statute, may request and shall be granted;

(a) a leave of absence subject to the provisions of C.G.S. Section 5-248a (and amendments thereto) and the regulations appurtenant thereto;

(b) contractually permitted use of accrued sick leave or vacation leave for family care purposes.

In addition thereto, an employee who is seriously ill, or who has a seriously ill relative, as described by the statute, may, without loss of statutory benefits, request and may, at the Employer's discretion, be granted part-time work, where said work can be arranged. The duration of such part-time work arrangements will be determined by the Employer. Denial of part-time work arrangements shall not be grievable or arbitrable.

When family sick leave is utilized in conjunction with provision of C.G.S. Section 5-248a (and amendments thereto) the statutory leave shall be extended by the actual duration of the contractual sick leave usage.

## ARTICLE 20

### SICK LEAVE BANK

**Section One. Definition.** There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees.

**Section Two. Eligibility.** An employee shall be eligible to use sick leave benefits from the bank when:

(a) The employee has been employed by the State for two (2) or more years.

(b) The employee has exhausted all sick leave, and personal leave.



(c) The employee has exhausted vacation leave in excess of sixty (60) days and any other compensatory time.

(d) The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.

(e) An acceptable medical certificate supporting the continued absence is on file.

(f) The employee has not been disciplined for sick leave abuse during the two (2) year period preceding application for the benefit; provided, however, the committee may waive this requirement.

**Section Three. Benefit Amount.** Benefits under this Article shall be paid at the rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the sixteenth (16th) day after the exhaustion of leave or Workers' Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year; more than two hundred (200) one-half (1/2) days per year of illness or injury; or if the fund is depleted. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

**Section Four. Retention of Position.** The Employer shall hold the position for any employee who has been placed on sick leave bank for a period of not less than forty-two (42) calendar days. If an employee remains on the sick leave bank for more than forty-two (42) calendar days, the employee shall provide the employer with at least four weeks notice of the employee's anticipated date of return. Upon receiving said notice, the employer shall identify an available vacancy, in State service, the employer is authorized to fill in which to transfer the employee. Said transfer shall be to an equivalent position with equivalent pay in state service if he/she returns to work within twenty-four (24) weeks of his/her initial placement on the sick leave bank pursuant to C.G.S. Section 5-248a. If no such vacancy exists, the employee shall be placed on a reemployment

list for any position within the classification in which the employee held permanent status, or any position the employee is otherwise deemed qualified to fill. This provision shall not preclude agencies from holding the position for longer periods up to and including the actual length of the leave.

**Section Five. The Fund.** The fund has been established through contributions of hours from both the State and employees. Effective on the first day of the payroll period following legislative approval of this contract, each full-time employee employed for two (2) or more years shall contribute four (4) hours toward the sick leave bank. Said contribution shall be deducted from their individual sick leave balance on such date. Effective that same date, the Employer shall contribute an additional 1,000 hours to the fund. Eight (8) hours shall be deducted from the sick leave balance of any full time employee who has not made the above contribution, subject to the provisions of Section Two above. Additionally, four (4) hours shall be deducted from the sick leave balance of those employees who made the first contribution.

If at any time the fund should fall below 3,000 hours, the Committee shall recommend a contribution from each full-time employee. Said contribution shall not exceed eight (8) hours in any calendar year and shall only be made by mutual agreement of the parties.

**Section Six. Administration of the Program.** An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor-Management committee established to administer the program. Said committee shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. The Committee shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an employee returns to work, or when sick leave benefits have been exhausted, the agency will notify the Committee, in writing, with the total number of hours used by said employee. Time off without loss of pay or benefits shall be

granted to Committee members to attend meetings as necessary to administer this program.

The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process. The panel shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the Committee, and no requests shall be conducted as contested cases. The parties agree to continue to share in the administration of the bank.

This Article supersedes Regulations 5-247-5 and 5-247-6.

**Section Seven.** The parties agree that the SLB Committee may, from time to time, make reasonable modifications/accommodations in its rules of operations. When such modifications are to be adopted, the changes shall be approved by the respective parties, signed and dated. If any modifications necessitate Legislative notice of Supersedence, said proposed change shall become effective upon Legislative approval.

## **ARTICLE 21**

### **PREGNANCY, MATERNAL, AND PARENTAL LEAVE**

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 (also see provisions of Article Twelve, Seniority). A request to continue on a medical leave of absence due to disability as outlined above must be in writing and supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed

three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision.

**Parental Leave:** The provisions of C.G.S. Section 5-248a (and amendments thereto) and the regulations appurtenant thereto, as they apply to parental leave, shall apply. 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.

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption.

Holidays which occur during the period covered by the parental leave provisions of C.G.S. Section 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.

Up to five (5) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.

## **ARTICLE 22**

### **HEALTH PROGRAM**

**Section One.** Where an employee's job specification requires a physical examination or when, in the judgment of the Employer, a physical examination is directly related to job performance and is required, the Employer will provide such examination free of charge. The State will continue to offer free immunization programs, subject to operating needs of the Employer.

**Section Two.** The parties shall continue the availability and maintenance of a list of State or public health service-clinics where employees may receive, free of charge, examination for

the following health services: Chest X-Rays, venereal disease, pap smear, E.K.G, glaucoma and stress testing. The parties may, by mutual Agreement, establish a Committee to arrange and coordinate scheduling of such services. Any time spent in receiving services hereunder shall be on the employee's free time or chargeable to accrued leave time.

**Section Three.** Disputes over the application of this Article shall be neither grievable nor arbitrable.

## **ARTICLE 23**

### **GROUP HEALTH INSURANCE**

**Section One. Health Insurance.** For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective unless modified through the Health Care Cost Containment process or by mutual agreement of the parties.

**Section Two. Life Insurance.** The existing group life insurance program shall continue in force for the duration of this Agreement unless varied by mutual agreement of the parties or legislative action.

## **ARTICLE 24**

### **COMPENSATION**

#### **Section One. General Wage Increases.**

Effective with the pay period that includes July 1, 2011, the base annual salary for all P-5 employees shall be increased by three percent (3.0%).

Effective August 26, 2011, the base annual salary for all P-5 employees shall be reduced to the rates in effect on June 30, 2011.

There shall be no other general wage increase paid to any P-5 unit employee for the 2011-12 and the 2012-13 contract years.

Effective on the date (August 26, 2013) that is four (4) pay periods after July 1, 2013, the base annual salary for all P-5 unit employees shall be increased by three percent (3.0%).

Effective July 1, 2014, the base annual salary for all P-5 bargaining unit employees shall be increased by three percent (3.0%).

Effective July 1, 2015, the base annual salary for all P-5 bargaining unit employees shall be increased by three percent (3.0%).

### **Section Two.**

**Annual Increments.** Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice, except as provided otherwise in this agreement.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half (2.5%) of their annual rate, except as provided otherwise in this agreement. Such payment shall be made on the date when the annual increment would have applied.

The annual increment for the 2011-2012 contract year shall be paid on time in accordance with existing practice. The top step bonus payment shall be paid on the paycheck date when increments are paid.

Notwithstanding the prior provisions, any annual increment for 2011-2012 received effective July 1, 2011 shall be rescinded effective August 26, 2011 and the employee's salary rate shall be reduced to the rate in effect prior to the July 1, 2011 increment. Any top step lump sum payment received for July 1, 2011 shall be divided by twenty-three (23) and the resultant amount shall be deducted from the employee's pay in equal amounts over the next twenty-three (23) pay periods.

There will be no other lump sum payment or annual increment made for contract years 2011-2012 and 2012-2013.

Any annual increment and/or lump sum payment for July 1, 2013 shall be delayed by four (4) pay periods until August 23, 2013.

Employees will continue to be eligible for and receive annual increments and lump sum payments during the term of this contract in accordance with existing practice for contract years 2013-2014, 2014-2015 and 2015-2016, except as specifically varied by the contract.

The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

### **Section Three. Longevity.**

**Longevity (a)** Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice, except as provided otherwise in this agreement. The longevity schedule(s) is/are appended hereto.

**(b) No longevity payment in October 2011.** Employees hired prior to July 1, 2011 shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except there shall be no longevity payment in October 2011.

**(c) Service toward longevity.** No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to the service calculation for the purpose of determining eligibility and level of longevity entitlement if it would have counted when performed.

**(d) Employees hired on or after July 1, 2011.** No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

**Section Four. Shift and Weekend Differential.** (a) The existing rules, regulations and rates for night shift differential will continue in force except as follows:

(1) The night shift differential shall be sixty-five cents (\$.65) per hour. Effective the pay period including July 1, 2005 the shift differential shall be seventy cents (\$.70) per hour. Effective the pay period including July 1, 2006 the shift differential shall be seventy-five cents (\$.75) per hour.

(2) Those employees who have selected an alternative work schedule shall not receive shift differential for any hours within the bandwidth hours of AWS.

(3) Employees at or below Salary Grade 18 shall be eligible for shift differential; effective the pay period including July 1, 2005 the salary eligibility for entitlement of shift differential will be Salary Grade 24 and below. Teletrack Line Supervisors shall qualify for the night shift differential provided all other eligibility criteria are met.

**(b) Weekend Differential.** For the purpose of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(1) Weekend differential shall be paid for working a full shift with the majority of shift hours falling on the weekend.

(2) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(3) The weekend differential shall be forty cents (\$.40) per hour. Effective the pay period including July 1, 2005 the weekend differential will be forty-five cents (\$.45) per hour. Effective the pay period including July 1, 2006 the weekend differential will be fifty cents (\$.50) per hour.

(4) Employees at or below Salary Grade 18 shall be eligible for the weekend differential. Effective the pay



period including July 1, 2005 the salary eligibility for entitlement of weekend differential will be Salary Grade 24 or below. Teletrack Line Supervisors shall be eligible for said differential provided that all other eligibility criteria are met.

**Section Five.** An employee who is promoted, whether provisionally or permanently, shall receive an increase equivalent to not less than the amount of an increment in the salary group of the classification to which he/she is promoted, but not to exceed the maximum for the new classification.

**Section Six.** Effective the contract year commencing July 1, 2003 the State will allocate \$140,000 for tuition reimbursement in accordance with established policy and procedure. Effective July 1, 2004, the second year of the Agreement, the fund will be established at \$140,000. Effective July 1, 2005, the Tuition Reimbursement Fund allocation as set forth for contract year 2004-2005 shall be increased by Twenty thousand dollars (\$20,000). Effective July 1, 2006, the fourth year of the Agreement, the fund will be established at \$200,000.

Unused funds from one contract year will be carried forward into the following contract year; however, unused funds at the expiration of the contract term shall lapse.

The State will honor reimbursement claims submitted by unit employees for the contract years of 2003-2004 and 2004-2005, if such claims meet the contractual standards, and to the extent that the aggregate of such claims shall not exceed the permissible limitations.

Tuition reimbursement shall be equal to seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs; however, such reimbursement shall not exceed the actual cost of each course.

**Section Seven. Licensing Fees.** An employee whose job specification requires a professional license or certification as a condition of employment and who uses such license for State

business shall be reimbursed for the cost of such license or certification.

**Section Eight. Accidental Death and Dismemberment Policy.** Effective July 1, 1985, the State shall provide a \$10,000 accidental death and dismemberment policy to cover employees traveling on State business.

**Section Nine.** Effective July 1, 2007, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of ninety (\$90) dollars. Effective the pay period that includes July 1, 2008, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred (\$100) dollars.

**Section Ten. On-Call/Standby Pay.** For those employees, who are by managerial direction, assigned on-call/standby status and must be available for service and must respond if contacted, a sum of \$1.00 per hour shall be paid for each hour so assigned. Effective July 1, 2005, the rate shall be increased to \$1.25 per hour and for holiday on-call/standby the rate will be \$2.00 per hour. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed \$100 per employee per week. Effective July 1, 2005, the maximum compensation per employee per week shall be \$175.

**Section Eleven. Overpayment Procedure.** When the Employer determines that an employee has been overpaid, it shall notify the employee of this and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period in which the employee was overpaid unless the Employer and employee agree to some other arrangements. (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.)

In the event the employee contests whether or how much he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. This section shall apply to overpayments, which occur after July 1, 1987.

**Section Twelve. Home Office Premium.** On or about December 1 of each contract year, employees in the following classifications who are expected to use their home to conduct State business shall receive two hundred fifty (\$250.00) dollars: Department of Agriculture Inspector Dairy, or Department of Agriculture Inspector Poultry and Livestock.

Said payments shall be proportionately reduced for those employees who use their home to conduct State business for less than a full year, measured from July 1 to June 30. Notwithstanding the above provision, the current practice pertaining to Hours of Work, Section Two shall continue in force.

The first payment under this Section shall be made on or about December 1, 2000 for the period commencing July 1, 2000 to June 30, 2001.

**Section Thirteen.** Any employee who is required by the State to garage a State vehicle at his/her home and whose gross income is reported to be increased by the provision of an employer provided vehicle pursuant to Federal Public Law 99-44 shall receive a two hundred dollar (\$200) annual payment on or about January 15 of each contract year. Eligibility for the annual payment shall be limited to those employees who are required to home-garage the vehicle for an aggregate of ten (10) months or more between November 1 and October 31. Those employees who are required to home-garage a vehicle for an aggregate of four (4) months but less than ten (10) months between November 1 and October 31 shall receive a one hundred dollar (\$100) annual payment on or about January 15 of each contract year.

In order for an employee to be deemed “required” to garage at home and therefore be eligible for the above payment, the Agency Head or designee must certify to the Director of State Fleet Operations and obtain his/her approval, that due to the nature of the duties the employee must be required to garage the State vehicle at his/her home.

Employees who are allowed, but not required to home garage a State vehicle shall have the option to park at an approved State owned or leased facility consistent with General Letter No. 115.

This section shall not be interpreted to limit the State's right to remove garaging under the provisions of Article 25, Section Fifteen.

**Section Fourteen.** Lottery Incentives. Connecticut Lottery Corporation shall continue at its discretion, the practice of providing entrepreneurial incentives to designated State Lottery employees.

## ARTICLE 25

### TRAVEL EXPENSES AND REIMBURSEMENTS

**Section One.** The standard state travel regulations in force on January 1, 1990, shall be incorporated by reference, except as superseded herein.

Employees on the payroll as of July 1, 1982, who currently qualify for benefits in excess of those delineated in the current travel regulations, which rights have been previously arbitrated successfully, shall retain the benefit of said prior practice.

**Section Two.** An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the General Service Administration (GSA) rate. Such rate shall be adjusted upward or downward within thirty (30) days of any adjustment made by the GSA.

**Section Three.** Mileage reimbursement for use of personal vehicle on authorized State business shall be computed as the lesser of the following:

(a) From the duty station to and around the employee's work area and return.

(b) From home to and around the employee's work area and return.

**Section Four.** Field employees or employees with rotating duty stations whose work day begins at a location not owned, leased or occupied by the State shall be paid mileage portal to portal. Such employees whose work day begins at a location owned, leased or occupied by the State shall be paid mileage in accordance with Section Three above.

**Section Five. (a)** No employee required to use his/her personal vehicle for State business shall receive mileage reimbursement of less than two dollars (\$2.00) per day.

**(b) Auto Usage Fee.** Employees required to utilize (or have available for work related response) a personal vehicle for fifty percent (50%) of the assigned monthly work days shall be paid a daily auto usage fee equal to \$4.00 for each day of required availability or \$5.00 for each day of required usage, for each work day of such month which shall be in addition to the mileage reimbursement described in Section Two.

Said Usage shall be evaluated and paid on a monthly basis upon presentation of travel expense reimbursement.

**Section Six.** In the event of a federally or state imposed gas rationing program, no employee shall be directed to utilize his/her personal vehicle unless the Employer makes provisions for adequate additional gasoline for employees so directed.

**Section Seven.** Each employee required by the Employer to use a personally-owned motor vehicle for official State business shall produce an insurance policy for review by the Employer showing that the vehicle to be used is insured in at least the following amounts: **(a)** \$50,000/100,000 minimum liability and \$5,000 property damage; **(b)** \$100,000 minimum for liability for bodily injury and property damage.

No employee shall be terminated from employment solely because an insurer refuses to grant more than the minimum amount of insurance required by law.

**Section Eight.** Upon request, any employee traveling out of State in a State vehicle shall be issued a commercial gasoline credit card for any emergency repairs which occur after the

normal work day. Every effort must be made to secure permission from a supervisory employee prior to making such repairs. Emergency telephone numbers will be provided in each State passenger car for vehicle breakdowns.

**Section Nine.** When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if **(a)** his/her actions constitute willful or wanton misconduct; **(b)** he/she was under the influence of alcohol or unprescribed narcotics.

**Section Ten. (a) Out of State Travel. Effective Upon Legislative Approval:** An employee who is required to travel overnight and out of state on State business for a period of two (2) or more consecutive days shall receive a ten dollar (\$10.00) lump sum undocumented reimbursement for each day, or partial day, of said business trips, but shall receive no payment for the return day if said return travel ends prior to 7:00 a.m. on that day.

**(b) Premium City Supplement.** The Employer shall pay a premium to each employee assigned out of state to cities within Zone 1 and 1A on the Travel Reimbursement policy or outside of the continental United States of America in accordance with current qualification practices. The premium shall be six dollars (\$6.00) per day for contract years 2003-2004. In contract year 2005-2006, the Supplement shall be increased to eight dollars (\$8.00) per day.

**Section Eleven. (a) Travel Advance.** Upon request of the employee, the State shall advance a sum of two hundred dollars (\$200.00) to each bargaining unit employee who regularly and recurringly accrues travel expenses on an average of seventy-five dollars (\$75.00) a month for which reimbursement is claimed. Each employee who wishes to accept said advance shall execute a promissory note which shall make the monies advanced deductible from the employees last paycheck as a State employee within the unit (effective date July 1, 1986).

This provision shall not limit or diminish an employee's right to the benefit provided pursuant to Article 25 (11)(b).

Effective July 1, 1988, when a request for repayment is occasioned by a change in circumstances wherein the employee is no longer deemed to be qualified for such advance, payment shall be deducted from:

(1) The first salary payment following ninety (90) days from agency notification to the employee,

OR

(2) Where said employee has appealed the agency decision regarding qualification, the first paycheck following the end of the appeal process.

(b) In the event an employee is required to travel out of state on employer business, that employee shall be provided with a cash advance in an amount requested by the employee to cover necessary allowable expenses as outlined in the state travel regulations. At the conclusion of the trip, the employee shall submit the proper vouchers or receipts to justify the advance. If the advance taken was less than justified, the employee shall be reimbursed for the out of pocket expenses within two (2) weeks of filing his/her expense report.

**Section Twelve.** The Employer will reimburse the full amount of a single hotel room under the following conditions:

(a) When the employee is engaged in a regular job assignment requiring an overnight stay, authorized in advance by the appointing authority.

(b) When the employee is engaged in a regular job assignment and an emergency develops requiring an overnight stay.

(c) When the employee is at a job related conference approved in advance by the Employer, which requires an overnight stay at a specifically designated hotel.

Every effort shall be made to make advance arrangements through the Comptroller or at hotels/motels on the Comptroller's list of approved hotels. The employee is expected to obtain the

lowest priced room available. However, where no approved accommodation is available, the employee shall be compensated for the maximum payment on the Comptroller's list.

By October 1, 1988 the State and the Union will agree on a list of acceptable hotels/hotel chains. From among these the employee will make every effort to obtain the lowest priced room available. However, where no approved accommodation is available, the employee shall be compensated at the maximum lodging rate provided for in General Letter 212 or subsequent upward revision.

Employees will attempt to secure government rates where available. This will not preclude those attending approved conferences from conference hotel accommodations as per section 12(c) above.

**Section Thirteen.** (a) An employee who qualifies for a reimbursable meal shall be compensated as follows:

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Breakfast	\$ 10.00	\$10.00	\$ 11.00	\$ 11.00
Lunch	\$14.00	\$14.00	\$ 15.00	\$ 15.00
Dinner	\$ 25.00	\$ 25.00	\$ 26.00	\$ 26.00
	\$49.00	\$ 49.00	\$ 52.00	\$ 52.00

(b) An employee who qualifies for a “midnight” meal shall be compensated at a rate equal to the luncheon reimbursement.

(c) Taxes on meals shall continue to be fully reimbursed.

(d) Gratuities shall be reimbursed to a maximum of fifteen percent (15%) of the allowable meal maximum.

**Section Fourteen.** Airport Managers who are designated to respond to snow and ice season emergencies shall, during the period of such season, be assigned a State vehicle for business use only.

**Section Fifteen.** (a) The State, upon six (6) weeks notice, may remove vehicle assignment and/or home garaging. The Agency must demonstrate a business reason to effectuate such removal.



(b) In instances when an employee grieves such removal, the grievance will be filed directly at Step II. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the Agency, unless the Agency can be shown to have acted arbitrarily or capriciously.

(c) The only exception to the notice requirement outlined in Subsection (a) above shall be instances of disciplinary removal of either privilege.

**Section Sixteen. Other Business-Related Expenses.** Employees shall be fully reimbursed for all other business-related expenses, including but not limited to telephones, telegrams, tolls, parking charges, and ground transportation, so long as they were incurred in the conduct of State business and to the extent that such charges exceed twenty-five dollars (\$25.00), verified by receipts. Employees shall be reimbursed for gratuities to hotel/motel maids at the rate of up to one dollar (\$1.00) per night for stays of three (3) or more consecutive nights. Effective with the pay period that includes July 1, 2008, the rate shall be increased to two dollars (\$2.00) per night.

This provision shall be deemed to supersede the provisions of Section Four (a)(3) (Miscellaneous) and Five (Miscellaneous) of the travel regulations. (No duplication of payments).

## **ARTICLE 26**

### **OBJECTIVE JOB EVALUATIONS**

**Section One. OJE Payline.** Upon OJE implementation, and thereafter, bargaining unit classifications which have been evaluated pursuant to the Objective Job Evaluation process shall be assigned to pay grades based upon the “point to pay” relationship as reflected on the following schedule: Any classes coming into A&R that were not previously evaluated within A&R will be evaluated within one (1) year thereafter.

OJE Point to Pay Schedule  
(OJE Pay Line)

Pay Grade	OJE Points
10	89 - 96
11	97 - 105
12	106 - 114
13	115 - 136
14	137 - 149
15	150 - 162
16	163 - 176
17	177 - 191
18	192 - 207
19	208 - 223
20	224 - 240
21	241 - 258
22	259 - 280
23	281 - 300
24	301 - 321
25	322 - 343
26	344 - 366
27	367 - 390
28	391 - 416
29	417 - 430
30	431 - 453
31	454 - 476
32	477 - 499
33	500 - 524
34	525 - 550
35	551 - 577
36	578 - 605
37	606 - 634

**Section Two. Date of Implementation.** Those classification and individual adjustments which issue as a result of the Objective Job Evaluation process (and appeals there from) shall be implemented and compensated effective October 1, 1987.

**Section Three. Method of Implementation.** Employees whose classification is upgraded shall be placed at the step of the new salary group, which is closest to, but not less than his/her current salary (upgrading by the round up method).

**Section Four. OJE Red Circling.** In accordance with Public Act 87-407, An Act Providing Funding for Implementation of State Objective Job Evaluations, “inequities shall not be eliminated through the downgrading of any job classification or salaries.”

**Section Five. Miscellaneous Section.**

**(1) Unclassified Classes.** Employees whose classes are allocated to the unclassified service shall be adjusted consistent with the contractual OJE line effective the first full pay period following the issuance of said evaluation report, or the OJE implementation date, whichever is later.

**(2) Training Classes.** It is the understanding of the parties that the salaries of the Connecticut Career Trainee and Accountant Career Trainee Classes, and all incumbents therein, shall be increased to a first year salary of either salary grade 15(1) or salary grade 15(2) consistent with historical practice and degree credentials no later than the date of objective job evaluation (OJE) study implementation. Upon completion of one (1) year of service in a two (2) year training class, said employee shall be advanced to salary grade 15(5).

**(3) New Classes.** All new classes studied by OJE shall be paid retroactively to the date the class was created.

**ARTICLE 27**

**CLASS REEVALUATIONS**

**Section One.** The procedure set forth in this Article supersedes the provisions of C.G.S. Section 5-200(n).

**Section Two.** 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 allocated to the state compensation plan. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Commissioner of Administrative Services or Designees shall answer the appeal.

**Section Three.** The Commissioner shall judge the appeal only with respect to the following criteria:

(a) Whether there was a change in job duties of the class appealed substantial enough that it should have the effect of changing its compensation grade. The Commissioner will not look to changes, which occurred prior to the effective date of this Agreement.

(b) Having found a substantial change in job duties, then internal consistency among classes covered by this Agreement based on benchmark classes, established by the Commissioner, shall be considered.

**Section Four.** In any arbitration case arising from such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her 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.

**Section Five.** Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative after prior consultation by the Union. The Union shall be given two (2) weeks notice prior to a class reevaluation. The State's decision shall be final unless the Union can meet its burden under Section Three above.

## ARTICLE 28

### TEMPORARY SERVICE IN A HIGHER CLASSIFICATION

**Section One.** Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when there is a bona fide vacancy which management has decided to fill temporarily rather than permanently, or when an employee is on extended absence due to illness, leave of absence or other reasons, provided such assignment is approved by the Commissioner of Administrative Services. Extended absence is one which is expected to last more than thirty (30) consecutive working days.

**Section Two. (a)** An employee who is assigned to perform temporary service in a higher class shall, commencing with the

thirty-first (31) consecutive working day, be paid for such actual work, retroactive to the first day of such service, at the rate of the higher class as if promoted thereto.

(b) 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 along with a copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d).

(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the appointing authority shall immediately reassign the employee to his/her former duties and compensate the employee for assigned service pursuant to Section Two. No appeal rights shall accrue in this instance.

(d) In the event the Commissioner of Administrative Services 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 may continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance or arbitration procedure, or may request reassignment. If reassignment is denied by the appointing authority, the employee may appeal such action as outlined above. If reassignment is granted, no appeal rights shall accrue. In those cases in which an employee makes separate claims for reclassification and temporary service coverage, the employee shall be entitled to back pay, if successful, retroactive to the earliest contractual date permitted by either procedure (as if the cases had been jointly filed).

## **ARTICLE 29**

### **OUT OF TITLE WORK**

**Section One.** Working out-of-title shall be defined as the temporary assignment by an appointing authority to perform duties not within any existing job classification for a period which exceeds ninety (90) days, provided such assignment is

approved by the Commissioner of Administrative Services. Said assignment, in order to qualify for treatment hereunder, shall meet the conditions outlined herein.

**Section Two.** In determining out-of-title work hereunder, the employee shall not be entitled to coverage of this section if:

(a) The duties alleged to be out of title are:

(1) Normally performed by employees in the grievant's title and are not described in another title; or (2) reasonably related to the class specifications for the grievant's title; or

(3) new duties which are a reasonable outgrowth of duties assigned to the grievant's class.

(b) The grievance or complaint is more appropriately addressed by use of the procedures providing for

(1) class reevaluation

(2) temporary service in a higher classification

(3) reclassification grievances.

**Section Three.** The appointing authority making such assignment shall immediately issue to the employee a written notification of such assignment and concurrently submit a request seeking approval of the establishment of a temporary new class in accordance with the following:

(a) Requests must give complete justification for both need to fill position immediately and for establishment of the class. Such requests shall include therewith a completed duties questionnaire and a copy of the written notification to the employee. An outline of the proposed specification listing typical duties, experience and training requirements and suggested minimum qualifications must be enclosed. Salary determination for temporary class title will be subject to evaluation by the Personnel Division and to the Commissioner of Administrative Services and Secretary of the Office of Policy and Management approval of new classes.

(b) (1) The Commissioner of Administrative Services will notify Agency Head of the temporary class title and salary group and will request submission of appropriate forms to establish the

position. Appointments may be made after approval. Appointments to temporary classes are temporary and normally will not exceed ninety (90) days. Extension of an additional ninety (90) days may be required to complete the evaluative and approval process.

(2) In the event the assignment is approved the Commissioner of Administrative Services, the employee shall be compensated for the performance of duties retroactive to the thirty-first working day of service.

(3) If the Commissioner of Administrative Services has not approved the assignment within two (2) months of receipt of the request, or in the event the Commissioner of Administrative Services disapproves the request on the basis that in his/her judgment the assignment does not constitute working out-of-title, the employee shall have recourse for appeal of such action under the appeal procedure for reclassification, but not under the grievance or arbitration procedure.

**Section Four.** Upon notification that the Commissioner of Administrative Services and the Secretary of the Office of Policy and Management have established a permanent class, the following procedure should be followed:

(a) As soon as notification is received that the Commissioner of Administrative Services and Secretary of the Office of Policy and Management have approved the establishment of a permanent class to replace a temporary class title, appropriate forms requesting the establishment of a new position with the approved permanent title and canceling the temporary class title should be submitted. The effective date should be the date of establishment of the class.

(b) After receipt of approval, appropriate transactions transferring the employee from temporary to provisional status and requests to start the examining process should be submitted.

## **ARTICLE 30 TRANSFERS**

**Section One.** Transfer is the movement of an employee within job classification, (or class declared comparable by the Commissioner of Administrative Services) from one geographic location or operational (work) unit to another geographic location or operational (work) unit. The geographical relocation of an operational (work) unit is not considered a transfer.

**Section Two. Transfers Within an Agency.** Permanent and temporary (less than six (6) months) transfers within an agency may be made when the appointing authority determines the good of the service will be served, and shall be in accordance with the following:

(a) An employee requesting a transfer shall submit a written request to his/her immediate supervisor, who shall immediately forward it, with any comments and recommendations, to the appointing authority or designee. Requests for transfer will be sympathetically considered except when the employee has transferred within the past six (6) months. Transfer request will be kept on file for eighteen (18) months unless withdrawn or extended in writing by the employee.

(b) When a transfer is to be made, the agency designee will review requests of eligible employees. Of those individuals who are equally qualified, preferences will be given to the employee with the greatest seniority. For purposes of transfers, seniority as defined in Article 12 shall be utilized. For purposes of intra-agency transfer, stewards shall be deemed to have the highest seniority, except as provided in (a) above.

**Section Three. Transfer to Another Agency.** Permanent or temporary (less than six (6) months) transfers to another agency may be made subject to the requirement that no permanent transfer shall be made unless and until an employee laid off from the same class and eligible for reemployment has been offered the vacant position.

(a) An employee requesting transfer shall submit a written request, through his/her immediate supervisor and appointing



authority, to the Commissioner of Administrative Services. Requests for transfers will not be denied by the appointing authority unreasonably, or unless an employee has transferred within the past six (6) months.

**(b)** When a vacancy is to be filled from an open competitive list, the Commissioner of Administrative Services will forward the names of eligible employees on the transfer list, ranked in order of seniority within the class, along with the certification from the appropriate examination list. Stewards shall not be deemed to have super-seniority for purposes for inter-agency transfer. The appointing authority, before making an open competitive appointment, shall consider one (1) or more individuals on the transfer list.

**(c) (1)** An employee who voluntarily transfers to another agency may request a return to his/her former position within three (3) weeks following transfer.

**(2)** The Agency [which has received the transferee] shall have six (6) weeks to evaluate the transferee, and may elect to return the employee to the agency from which he/she transferred. This election shall be without documentary comment by the agency, and the permanent records will be limited to a notation that the employee was “returned by agreement”

**(3)** A transferee returned to his/her original agency under Subsections (1) or (2) above, must be returned to the previous position or a comparable position (in the original agency) without any loss of pay or benefits.

**(4)** The returning employee will remain in the Agency to which he/she transferred until the original Agency has approval from the Office of Policy and Management to refill the position. The original Agency will process the appropriate paperwork immediately. In no event shall such potential delay affect the employee’s right to return to a position in the original Agency or the Agency’s right to return the employee. The actual transfer date shall always be effective the first day of a payroll period.

**Section Four.** No employee shall be involuntarily transferred except within the agency. Before any involuntary transfer, volunteers shall be solicited from those qualified, and if no volunteers are available, the least senior employee in the class who is qualified for said position shall be transferred.

**Section Five.** Nothing herein shall restrict the appointing authority's right to fill vacancies by any means other than voluntary transfer.

**Section Six.** The Employer will not transfer an employee for disciplinary purposes. In any case in which the employee alleges that said transfer was disciplinary, expedited arbitration shall be appropriate. This provision shall not apply in cases where there is a combining or transfer of functions from one department to another or from one location to another.

When a grievance has been filed hereunder, all action shall be stayed until the question of whether the transfer is for disciplinary purposes has been considered by the arbitrator.

**Section Seven.** Transfer shall not affect the accumulation of an employee's benefits or seniority provided herein.

**Section Eight.** Except as provided herein, no employee who has been transferred shall be required to serve a new Working Test Period if such Working Test Period has been satisfactorily completed in the position transferred from.

**Section Nine.** Except as provided herein, the rules, regulations and practices shall remain in force.

**Section Ten. Legislative Merger/Consolidation of Agency Functions.** (a) In a case where an identifiable division of any agency is relocated to another agency, the employees thereof shall be similarly relocated without any loss of compensation or benefits. The parties shall, within thirty (30) days following implementation negotiate the impact of such relocated employees.

(b) In those cases where only a segment of an agency function is transferred to another agency, volunteers will be solicited from those in each affected job classification. In the absence of

sufficient volunteers, the least senior employee(s) shall be transferred from such segment in each affected job classification. In those cases wherein there are more volunteers than are necessary, employees within the affected segment shall have right of first refusal, and thereafter vacancies shall be filled by seniority.

## **ARTICLE 31**

### **TRAINING AND PROFESSIONAL LEAVE**

**Section One.** The Employer recognizes its responsibility to provide relevant training for each new employee and continue on-the-job training.

**Section Two.** Management retains the right to determine training needs, programs, procedures, and to select employees for training. The Union may submit written recommendations concerning training needs.

**Section Three.** Training activities which are designed to improve employee skills related to current job assignments and in which participation is required by management in lieu of normal work assignments will be scheduled during regular work hours when in management's judgment it is practical to do so. Such training required by the State in addition to regular duty time shall be considered time worked for overtime purposes.

**Section Four.** The State shall continue to offer training programs, which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. When such programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the State, the potential of the employee to benefit and contribute to the operational program, and with due regard to the principle of fair opportunity for all eligible and qualified employees within the group. Seniority (but not steward seniority) shall be a factor in the selection process. Where practicable, volunteers will be solicited for training opportunities.

**Section Five. (a)** Professional leave is defined as leave to attend seminars, classes, lectures, workshops, conventions, or other related activities in aid of the development, maintenance or exchange of professional skills, techniques or experiences which clearly relate to an employee's primary job assignment or logical career progression.

**(b)** The Employer recognizes that certain benefits accrue to both the State and the employee through participation in professional leave and will support such leave consistent with agency operating needs and budgetary constraints.

**(c)** Employees may request and, subject to the conditions outlined herein, shall be granted up to ten (10) days leave with pay per contract term for professional development.

**(1)** Request must be in writing, identifying the activity to be attended and its relationship to the job assignment and/or career progression, submitted at least three (3) weeks in advance of leave.

**(2)** No overtime or expenses other than time off without loss of regular day's pay will accrue to the State.

**(3)** Professional leave, if not used in any contract year, shall be neither accruable nor payable.

**(d)** Nothing herein will prevent the Employer from assigning an employee to participate in professional development activities as part of a regular job assignment. Such assignments however, will be in addition to professional leave. In such a case, the Employer will absorb any overtime or other expenses accruing from a regular job assignment, consistent with applicable contract provisions.

**Section Six. Professional Development and Conference Fund.** Effective July 1, 2003, the State will allocate one hundred thousand dollars (\$100,000) to the Professional Development and Conference fund. Effective July 1, 2004, the State will allocate one hundred thousand dollars (\$100,000) to the Professional Development and Conference fund. Effective July 1, 2005, the State will allocate one hundred thousand

dollars (\$100,000) to the Professional Development and Conference fund. Effective July 1, 2006, the State will contribute one hundred twenty thousand dollars (\$120,000) to the Professional Development and Conference Fund.

In addition, the Union may develop, subject to approval by the State, programs, the cost of which will qualify for said funds. Existing guidelines for usage and reimbursement shall remain in effect unless varied by mutual agreement of both parties. Any unexpended funds, which exist at the end of any contract year, shall roll over for use in the next succeeding year. All funds remaining at the end of the contract shall revert to the State unless the parties agree otherwise.

**Section Seven.** Employees shall be entitled to a maximum of five hundred (\$500.00) dollars per person per contract year reimbursement toward the cost of fees, travel, food, and lodging related to attendance at conferences, seminars, and programs. The fund assumes no liability for any costs incurred by an employee without prior approval by the Office of the Comptroller.

## **ARTICLE 32**

### **PERMANENT PART-TIME EMPLOYEES**

Permanent part-time employees shall continue to receive all benefits described herein including seniority rights, wage and benefit packages, access to grievance machinery, and all other sundry provisions to the extent applicable under existing rules and regulations. Employees hereunder shall receive pro rata personal leave, based on the ratio of the employee's work schedule to the standard work week as averaged over the preceding two (2) months. (Example: an employee who averages 25 hours per week in the two months prior to the crediting will receive credit for 25/40 of the personal leave, or in this example - 15 hours).

## ARTICLE 33

### SAFETY

**Section One.** The Employer shall maintain a safe and secure work place for all bargaining unit employees. The Employer is receptive to all recommendations regarding improvements of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will make a good faith effort to remedy or alleviate the condition.

**Section Two.** Employees shall perform their duties in a safe manner and shall comply with the safety rules and regulations and accident prevention measures established by the Employer.

**Section Three.** No employee shall be required to perform work under unsafe conditions, provided however, that an employee must follow the “work now, grieve later” rule unless there is a clear and present danger to the employee's physical well-being, in which case the grievance will be initiated directly at Step II.

**Section Four.** In the event of an on-the-job injury requiring medical attention, the Employer will expedite such attention by calling for ambulance service, if required, or when necessary, arrange for transportation to a medical facility. Neither the injured individual nor any assisting employee shall suffer any loss of time resulting from such injury or attendance thereto on the day of occurrence.

## ARTICLE 34

### WINTER WORK AND ASSIGNMENTS

**Section One.** Annually, prior to November 1, the Employer shall designate those employees having a snow and ice control or removal assignment or related assignment. Employees whose normal duties are not related to snow and ice control or removal work shall not be designated for such assignment.

**Section Two.** Snow and ice control or removal or related assignments shall not be added to job specifications during the term of this Agreement without negotiation with the Union.

**Section Three.** The Employer shall provide appropriate rest, toilet and eating facilities for the employees to the best of its ability.

**Section Four.** Bargaining unit employees designated by the Employer as having a snow and ice control or removal assignment shall be paid a premium, at the prevailing Department of Transportation rate, for each hour actually worked on snow and ice control or removal, other than during the regular shift schedule.

Premium pay will be authorized under the above conditions from November 1 through April 30 of each year for the life of the contract. The premium will not be used in computing overtime.

**Section Five.** Inasmuch as it is not feasible for certain bargaining unit employees above the grade eligible for overtime pay to be granted compensatory time off during the winter season (November 1 to April 30), these employees shall receive straight time pay for overtime hours worked during this period which are related to snow and ice or other weather emergencies.

(a) Overtime pay shall not be pyramided.

(b) Where practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

(c) All paid leave of absence shall be considered as time worked for purposes of computing overtime.

(d) As used in this Article, the term “emergency” means “a situation or occurrence of serious nature developing suddenly and unexpectedly and demanding immediate action.”

**Section Six. Other Winter Work Premiums.** In addition to the contractual items as otherwise enumerated, employees of the Department of Transportation shall receive winter work related premiums and benefits. Said benefits shall include:

(a) Rest periods.

(b) Meal entitlement at contractual reimbursement level.

(c) Callback within two (2) hours of release.

- (d) Hazardous duty protection under the Department of Transportation Q Item (Hazardous Substances).
- (e) Snow/ice premium pay provision.

**ARTICLE 35**  
**RETIREMENT**

The terms and conditions of employee retirement benefits are contained in a separate Agreement between the State and Union.

**ARTICLE 36**  
**METHOD OF SALARY PAYMENT**

**Section One. Workers' Compensation Coverage and Payments.** Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

**Section Two.** Regular paychecks will be available for distribution at the agency by 3:00 p.m. on alternate Thursdays.

**ARTICLE 37**  
**INDEMNIFICATION**

During the life of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by C.G.S. Sections 4-165, 10-235 and 19a-24.

In deciding whether to provide counsel to a professional employee being sued for malpractice, the question of whether such employee was acting within the scope of his/her



employment shall be sympathetically considered consistent with the purpose of the indemnification statutes.

**ARTICLE 38**  
**MISCELLANEOUS**

**Section One.** The parties will cooperate in arranging for the most economical and expeditious printing of this Agreement by a unionized printer in booklet form and will share the cost of same. The Union will be provided with six thousand (6,000) copies of the contract.

**Section Two.** Except where varied in this Agreement, the Employer will continue in force its written rules and regulations with reference to

- (a) eligibility and reimbursement for meals;
- (b) personal leave or other paid or unpaid leave of absence; insurance coverages, programs, premium contribution and deduction policy, (unless altered by mutual Agreement); workers' compensation;
- (c) retirement, including disability retirement, to the extent applicable;
- (d) death benefits.

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

**Section Four.** References in this Agreement to “rules and regulations” refer to the “Blue Book”, Regulations of the Personnel Policy Board effective July 1, 1975, and any amendments thereto. Such references include all applicable General Letters and Q items.

**Section Five. 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.

If an employee is called to jury duty on a day when the employee is scheduled to work, which may either exceed the length of said duty or continue past the normal hours for said duty, all times served (plus travel time, if a return to work so requires) shall be credited to the employee on that day as time worked. Jury duty pay received on days off shall not be creditable to the State.

(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 16.

**Section Six. Military Leave.** A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to up to seven (7) days of military leave for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes. 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 Seven. Hazardous Duty.** The Union, and not any individual employee, shall upon request be granted a hearing by the Office of Labor Relations concerning a claim for hazardous or unpleasant duty pay differential. Disputes under this section shall not be subject to the Grievance and Arbitration Article. The hourly pay differential which was established for certain designated job assignments or working conditions in the

Department of Correction shall continue under the criteria and standards for payment established in prior agreements. The hourly pay differential rate shall be fifty-five cents (\$0.55) per hour.

**Section Eight. Competitive Examination.** Upon request, the Personnel Division shall provide the exclusive representative with a list of newspapers in the State of Connecticut, which are utilized to publicize merit examinations.

**Section Nine. Past Practices.** Any change 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 a 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 15 (Grievance Procedure).

**Section Ten. Floaters' Day Off.** Effective September 1, 1985, the Division of Special Revenue shall take all action necessary to implement a program, which provides a permanent day off (other than Sunday) for all track betting floaters during the period from September to May. The parties acknowledge that the nature of the floaters' assignment is such that certain adjustments to said schedule may be necessary to achieve coverage; but the agency shall make a good faith effort to construct a program, which reflects a commitment to this provision.

**Section Eleven. Examination Leave.** Except in those cases in which a state examination is offered on alternate dates, one of which is on an employee's day off, bargaining unit employees shall be released on state time for merit system examinations.

**Section Twelve.** Except where a greater benefit currently exists, all leave accrual and deduction shall be recorded on an hour-for-hour basis.

**Section Thirteen.** Whenever the word spouse is referred to (husband/wife) 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.

## **ARTICLE 39**

### **INSTITUTIONAL MEALS AND HOUSING**

**Section One. Meals.** The rate charged to employees for meals at State agencies with employee dining facilities shall be as follows:

Breakfast	\$2.50
Lunch	\$4.00
Dinner	\$4.00

**Section Two. Housing.** The Employer reserves the right to select among applicants for housing, and to terminate occupancy in accordance with State Housing Regulations. If an employee becomes ineligible for housing due to a change in job title or assignment or for other reasons, the agency may allow the employee up to six (6) months to secure alternate housing.

The Employer shall not remove an employee from housing or refuse to consider an application for housing as a form of discipline for matters unrelated to housing, but this provision shall not restrict the Employer's right to remove from housing an employee whose employment is terminated.

The Employer shall have the right to establish rental rates for employees in State-owned Housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties. The State will continue to take into consideration whether or not the housing is located on the grounds of State institutions, when determining rental values.

The rental values established by the State for employee housing shall not be subject to the grievance or arbitration procedure.

**ARTICLE 40**  
**ENTIRE AGREEMENT**

This Agreement, upon 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 understanding and agreement arrived at by the parties after exercise of that right and opportunity 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 of the parties at the time they negotiated or signed this Agreement. The parties agree, however, that the duty to bargain to the extent required by law over the decision to terminate or amend regulations, general letters, administrative directives, and agency rules or orders, reduced to writing and uniformly applied to employees since July 1, 1977, which are mandatory subjects of bargaining and which are herein incorporated by reference, shall be neither waived nor diminished except as indicated otherwise herein.

**ARTICLE 41**  
**SUPERSEDEENCE**

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.

#### **ARTICLE 42**

##### **LEGISLATIVE ACTION**

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall become effective in accordance with the procedures in C.G.S. Section 5-278. If the Legislature rejects the Agreement, the parties shall return to the bargaining table.

#### **ARTICLE 43**

##### **SAVINGS CLAUSE**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

#### **ARTICLE 44**

##### **DURATION OF AGREEMENT**

This Agreement shall be effective on July 1, 2007 and shall expire on June 30, 2016.

The parties acknowledge that the resolution of this Agreement resolves and discharges all other claims which from the Contract reopener provisions of their predecessor Agreement.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party. The provisions of C.G.S. Section 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2015

**ARTICLE 45**  
**TEMPERATURE VARIATION**

Contingent upon the employer's ability to restore the temperature to the prescribed guidelines, the agency shall release or reassign/relocate affected employees. If released, it shall be without loss of pay or benefits.

**MEMORANDUM OF UNDERSTANDING - I**

The parties agree to meet and discuss as a subject of the Labor Management Committee the adequacy of parking facilities, security provided by the State, appropriate notice to the employees in the event of parking dislocation, and any need for additional parking facilities or security. No charge shall be imposed for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations.

Employees who are required to transport large quantities of cash, securities or other negotiable instruments from one building to another shall be provided with adequate security.

**MEMORANDUM OF UNDERSTANDING- II**

**Section One. Reclassification Appeal Procedure.** An appeal panel shall be appointed consisting of two (2) Human Resource professionals from separate agencies, appointed by the Commissioner of Administrative Services and two (2) Union representatives experienced in job classification, appointed by the Union. The Commissioner shall designate the chairperson for the panel. The panel shall, at all times, consist of four (4) members and report on the appeal within sixty (60) calendar days from the date the appeal was received in the Office of the Commissioner of Administrative Services. Continuances or changes in scheduled hearings shall be granted by the panel chairperson only for good cause, but must be rescheduled within thirty (30) calendar days from the date of the originally scheduled hearing. Hearings will ordinarily be open to the public. However, they may be closed or witnesses sequestered

at the discretion of the panel. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step I or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify bargaining agreement or grant either party matters which were not obtained in the bargaining process. The chairperson shall authorize paid leave for a reasonable number of witnesses including the grievant and Union representative as necessary. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

**Section Two.** The Panel shall hear and decide and report in writing within forty-five (45) days of communication to the Commissioner of Administrative Services. The decision may be any of the following.

(a) The appeal is sustained and reclassification to the position in the classification requested is recommended.

(b) The appeal is sustained and payment for service in the higher class is authorized, consistent with Section Four, but reclassification is not recommended because:

- (1) existing examination or employment list conditions do not permit appointment;
- (2) the organizational structure and/or staffing conditions do not support the additional position;
- (3) of other reason (state reason).

(c) The appeal is denied.



**Section Three.** In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

**Section Four.** An employee whose appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31) working day from the date which the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior to the submission of the grievance at Step I.

**Section Five. Panel Action.** The decision of the panel shall be in writing and shall be signed by the panel chairperson. Such decision shall include a brief statement of the findings of fact and agenda supporting the decision of the panel. The original grievance, along with all documents, evidence, and other written data relating to the case shall be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy. The decision of the panel shall be binding on all parties.

**Section Six.** The existing procedures for reclassification grievances shall be continued in effect unless clarified or superseded herein.

### **MEMORANDUM OF UNDERSTANDING- III HOLIDAY PARTY/PICNIC**

For the life of this Agreement, employees of the A&R bargaining unit will continue to be eligible to receive one-half day off with pay to attend one (1) annual picnic and one (1) holiday party. Said picnic and holiday party must be sponsored by the A&R Union or the employing agency of the employee. Employees with Alternative Work Schedules (AWS), which would include the day of the event as a non-work day, may adjust their work schedule for the week in which the event is scheduled making the event day a scheduled work day.

**MEMORANDUM OF UNDERSTANDING - IV**  
**MEAL GRIEVANCE ARBITRATION**

The parties agree that the intent of the arbitrator in the above cited case was to extend the meal related reimbursement to an employee based upon the following:

(a) the reimbursement should be for the actual meal taken, if during the overtime period, or;

(b) if no meal is in fact taken, then reimbursement shall be for (1) the meal missed during the shift, or if (1) is not applicable, then (2) the meal period closest to the end of the shift.

**MEMORANDUM OF UNDERSTANDING- V**

Effective March 29, 1989, trainees and preprofessional trainees who satisfactorily complete the training program will be promoted effective the date corresponding with such completed training and on the anniversary date of appointment to the training program.

**MEMORANDUM OF UNDERSTANDING-VI**

The parties herein express the mutual recognition of service rating (performance appraisal) intent and purpose.

The mechanism utilized to evaluate employee performance is intended to be a module for development and improvement of the individual being appraised. This purpose is served by identification of both strengths and weakness possessed by the employee. The goal of the rating is to build on employee strengths and set goals to overcome and/or minimize the effects of weakness. The measure of determining success in applying this evaluation system lies in the standards identified coupled with the approach used to evaluate performance against those standards.

**MEMORANDUM OF UNDERSTANDING-VII**

The State of Connecticut and the Administrative and Residual Employees Union acknowledge that there are occasions when exchange (swap) of employees between two (2)

agencies is of mutual benefit. The State also recognizes the advantage of Agency involvement in arranging such swaps.

Swaps may be considered under the following circumstances:

1. The approach for an exchange (swap) must be initiated by the Union or an Agency.
2. The employees involved must understand and accept that the swap is a voluntary transfer.
3. The employees involved must accept that upon being transferred the swap is final with no opportunity to return to the employee's former agency.
4. Swaps may only be within classification and the impacted employees transfer at salary step and grade.
5. Swaps do not represent vacancies and the Union agrees that such transfers (swaps) will not result in any grievance activity by any employee.
6. There shall be no ripple effect over movement of employees resulting from the swap.
7. The Agencies retain veto power over participating in any proposed swap of employees and there shall be no grievances honored or filed over such denial.
8. Discussions over swaps will be between the Union and the Agencies. Full disclosure of the employee's personnel records and disciplinary records will be provided each agency involved.
9. Final Stipulated Agreement allowing the swap to be concluded will be prepared by the Office of Labor Relations. The agreement will be signed by the Union, Agencies, employees impacted and the Office of Labor Relations (on behalf of the State).

### **MEMORANDUM OF UNDERSTANDING-VIII**

Effective July 1, 2007, the Office of Labor Relations on behalf of the State of Connecticut and the A&R Employees Union have reached the following understanding concerning

weather delays and early releases of State employees. This agreement is to address the method of handling time for employees on alternative work schedules. Furthermore, this understanding is effective only for those weather related late openings or early releases that have been authorized by the Governor's Office:

1. Except as provided herein, an employee will not be given "ww" credit unless the employee physically reports to work on the day of the weather event and is at work or on duty at the time of the release or arrives at the time of the delayed opening. Accordingly, an employee who left work at 12:00pm on the day of a 2:00pm early release may not code his/her timesheet as "ww" for the hours not worked. Similarly, an employee who was scheduled to work at 8:00am, but did not report to work until 1:00pm on the day of a 10:00am late start may not code any of his/her hours as "ww" time. If this employee had a prescheduled doctor's appointment or the like at 9:30am and the employee actually attends the appointment, the employee should get "ww" credit for the hours of 8:00am to 9:30am, provided the employee reports to work upon completion of the appointment.

An employee scheduled in advance to work one-half of a day (4 hours) on the day of a weather event pursuant to an alternative work schedule of four 9 hour days and one ½ day or similar schedule may code his/her timesheet as "ww" consistent with the following:

a. The Governor's Office authorizes a late opening of 12:00pm. The employee was scheduled to work 8:00am-12:00pm pursuant to the employee's authorized alternative work schedule. The employee was not scheduled to take any type of accrued leave that day. All of the employee's scheduled hours of work coincide with the hours excused pursuant to the late opening. The employee may code his/her timesheet as "ww" for the 4 hours without physically reporting to work on the day of the weather event.

2. Employees who have variable or fixed schedules with an established starting and quitting time shall be credited for time not worked in the same fashion as employees on the standard workweek.

3. Employees who have “pure” flextime, but have a published schedule for the week and such schedule has been provided to management a full workweek in advance shall be credited for time not worked in the same fashion as employees on the standard workweek to allow credit for a full day. For example, if an employee is scheduled in advance as referenced above to work until 6pm on the day of an authorized early release at 2:00pm, the employee may code the hours of 2pm to 6pm as “ww” hours on his/her timesheet.

4. Employees who work a compressed work schedule of four 10 hour days shall be compensated for all hours not worked as a result of late opening or early closing.

5. Employees who have pure flextime and have no published schedule as referenced in paragraph 2, supra, shall be credited for time not worked in the same fashion as employees on a standard workweek as referenced in Article 16, Section One (a) (i.e. 8 hours per day between the hours of 8am to 5pm) consistent with the following:

a. If the early closing or late opening occurs on a Thursday of the biweekly pay period and the employee is schedule to work more than 8 hours on that day, then:

i. The employee with prior Agency authorization may waive his/her lunch break to fulfill the requirements of the workweek;

ii. With prior Agency authorization the employee may utilize accrued compensatory, personal, or vacation leave to fulfill the requirements of the 40 hour workweek. If an employee does not have sufficient accruals to complete the workweek and it is physically impossible for the employee to work the remaining hours because there are not enough hours left in the

bandwidth, the employee will be granted authorized unpaid leave.

The following examples are illustrative of the principles set forth in this paragraph:

A. The Governor's Office authorizes a late opening of 12:00 and the late opening occurs on the last day (i.e. Thursday) of the biweekly pay week. The employee needs 10 hours to complete the 40 hour workweek. In this case, the employee may code his/her timesheet as "ww" for 4 hours (i.e. 8:00am – 12:00pm) and must work until 6:00 pm thereby fulfilling the remaining 6 hours of his/her 10 hour day. In order to do this, the employee must not take an unpaid lunch period after reporting to work at 12:00 p.m. The Agency, in its discretion, may authorize the employee to use accruals to fulfill any non-core hours of the employee's workday.

B. The Governor's Office authorizes an early release of 2:00 p.m. The employee must work 10 hours that day to complete the 40 hour workweek. The employee may code his/her timesheet as "ww" for up to 3 hours (i.e. 2:00pm to 5:00pm) in order to fulfill his/her 40 hour workweek. If this credit is insufficient to fulfill the 40 hour workweek, the employee will be allowed to use accrued compensatory, personal or vacation time to fulfill the 40 hour requirement of the workweek. If the employee has insufficient accruals, the employee will be given unpaid authorized leave for the remaining hours.

6. If a dispute between the parties occurs regarding whether a delay or release was "authorized by the Governor's Office," the employee shall receive a "full day's pay" subject to the provisions of Article 24, Section 11 (Overpayment Procedure).

7. This Agreement shall expire effective June 30, 2011 consistent with Article 44 (Duration of Agreement) of the P-5 contract.

**MEMORANDUM OF UNDERSTANDING IX**  
**ESTABLISHMENT OF NEW ATTORNEY CLASSIFICATION**

The State of Connecticut, Office of Labor Relations and the Department of Administrative Services, hereinafter referred to as the “State” and the Administrative and Residual Bargaining Unit, hereinafter referred to as the “Union” have agreed upon the establishment of a new Attorney classification series. The new series will replace some nineteen (19) attorney classifications that are currently salary grade 25 or salary grade 28. The conditions and understandings associated with the new series are as follows:

1. A classification entitled Staff Attorney 1 shall be established at salary group AR 25. The Union acknowledges this as a negotiated classification and salary group, which is not subject to the Objective Job Evaluation process.
2. It is furthermore acknowledged that those employees classified in the following job titles shall be reclassified Staff Attorney 1 effective the first pay period following execution of this Agreement. The referenced current titles are: Administrative Hearing Attorney 1 – Assistant Adjudicator – Banking Administrative Attorney 1 – Elections Enforcement Commission Staff Attorney 1 – Ethics Commission Staff Attorney 1 – Freedom of Information Commission Staff Attorney 1 – Research Attorney – Staff Attorney 1 – Staff Attorney to the Employment Security Board of Review.
3. It is recognized and acknowledged that effective with implementation of item #2 above those current classes listed therein (item #2) shall be

deemed void, inactive and subsequently abolished.

4. A classification entitled Staff Attorney 2 shall be established at salary group AR 28. The Union acknowledges that this classification is a negotiated class and salary group, which is not subject to the Objective Job Evaluation process.
5. Staff Attorney 2 shall be recognized as the second Staff Attorney level within the classification series. It is a full working level classification and may be obtained by progression from Staff Attorney 1. Employees hired as Staff Attorney 1 shall progress to Staff Attorney 2 following two (2) years of successful and satisfactory performance at the lower class level or qualifying outside experience.
6. The Union accepts and acknowledges that the following list of current classifications shall be void, inactive and subsequently abolished, with the implementation of the new Staff Attorney 2 classification: Adjudicator – Administrative Hearings Attorney 2 – Associate Research Attorney – Associate Staff Attorney to the Employment Security Board of Review – Banking Administrative Attorney 2 – Elections Enforcement Commission Staff Attorney 2 – Ethics Commission Staff Attorney 2 – Freedom of Information Commission Staff Attorney 2 – Legislative Services Advisor (RC) – Staff Attorney 2.
7. With respect to those classifications identified in items #2 and #6 above, the State and the Union acknowledge that these lists are all inclusive;



however, in the event either party subsequently ascertains an error of inclusion of a particular classification title the discovering party shall serve written notice to the other party. Upon receipt of such notice and within thirty (30) calendar days the parties shall engage in negotiations as to whether the identified classifications should be incorporated into the new Staff Attorney series. If said incorporation is determined the parties shall likewise discuss slotting of the individuals affected in accordance with item #10 below.

8. A classification entitled Staff Attorney 3 shall be established at salary group AR 32. The Union acknowledges that this classification is a negotiated class and salary group, which is not subject to the Objective Job Evaluation process.
9. Staff Attorney 3 shall be recognized as the third and top attorney level within the classification series. Progression to this top level is achieved following three (3) years of successful and satisfactory performance as a Staff Attorney 2 within the specific agency.
10. In acknowledging that this Staff Attorney series is representative of a progression from the lower level to the higher level classification, it is also acknowledged by both the State and the Union that there is no official working test period (WTP) associated with progression from one Staff Attorney level to the next Staff Attorney level.
11. Notwithstanding item #2 of this agreement, the Department of Administrative Service (DAS)

shall designate a classifications personnel professional(s) to review and assess the personal qualifications of the existing State Attorneys (from the various classifications to be deemed inactive) for proper slotting as an Staff Attorney 1, Staff Attorney 2 or Staff Attorney 3. This review shall be shared and discussed with the Union and the Agency; slotting shall be consistent with the job classification specifications (except as noted below). Any disputes over the slotting shall be appealed to the Office of Labor Relations (OLR) for a final determination.

12. Currently there is a classification entitled Principal Attorney; it is a salary group AR 33. The Union herein accepts that DAS shall determine that the Principal Attorney classification and the incumbents holding that class shall be “Red Circled”. The effective date of this “Red Circle” action shall correspond with the execution date of this agreement.
13. For purpose of this agreement “Red Circle” as addressed in item #12 shall entitle the incumbents (Principal Attorney) to continue to be compensated at salary group AR 33. However, no new employees shall obtain this Principal Attorney (title) classification. Furthermore, it is herein acknowledged and established that the incumbents (Principal Attorneys) shall function under the classification of Staff Attorney 3.
14. There are thirteen (13) outstanding reclassification grievances wherein each grievant claims status as a Principal Attorney.

In full and final resolution of these thirteen (13) grievances, the Union on behalf of each grievant withdraws the grievance. The following listing indicates the grievant and grievance number that are herein withdrawn:

<u>Grievant</u>	<u>Grievance #</u>
[REDACTED]	16-11199
[REDACTED]	16-11203
[REDACTED]	16-11201
[REDACTED]	16-11200
[REDACTED]	16-11202
[REDACTED]	16-11206
[REDACTED]	16-11187
[REDACTED]	16-11056
[REDACTED]	16-11057
[REDACTED]	16-11333
[REDACTED]	16-11332
[REDACTED]	16-11330
[REDACTED]	16-11331

15. It is furthermore agreed that each of the above named grievants (item #12) shall be reclassified to the classification of Staff Attorney 3, salary group AR 32. The following chart indicates the employee, step placement and effective date.

<u>Employee</u>	<u>Step</u>	<u>Effective Date</u>
16-11199 (PT)	6	Nov. 17, 2004
16-11203	5	Nov. 17, 2004
16-11201 (PT)	6	Nov. 17, 2004
16-11200	7	Nov. 17, 2004
16-11202	6	Nov. 17, 2004
16-11206	7	
16-11187	7	
16-11056	7	
16-11057	7	
*16-11333	2	
*16-11332	2	

- \*16-11330 2
- \*16-11331 6
- \*Refer to item #9 above.

- 16. It is herein acknowledged that the following five (5) individuals while having an effective date of November 17, 2004 will have also been entitled and will have adjustments made for subsequent increments that would have occurred on April 1 2005 and again on March 31, 2006: 16-11199, 16-11203, 16-11201, 16-11200, 16-11202.
  
- 17. It is recognized that in the event of layoff bargaining unit seniority (accumulated service in the P-5 bargaining unit) governs in layoff selection within job classification. Due to the nature of this understanding [to “Red Circle” Principal Attorney while having the incumbents work as if classified as Staff Attorney 3 (items #12 & #13)], Principal Attorney shall be deemed to have displacement rights (Article 13 Section Three) as a Staff Attorney 3 while retaining Red Circled status; however a Staff Attorney 3 cannot displace a Principal Attorney.
  
- 18. It is understood and acknowledged by both the State and the Union that in the event an individual who had achieved status as a Staff Attorney 3 (as provided in item number 9) changes Agencies, through a transfer, and he/she shall become a Staff Attorney 2, he/she shall renew progression to Staff Attorney 3 in the new Agency; however, the experience requirement for progression in the new agency shall be two (2) years of successful and satisfactory performance as a Staff Attorney 2 in that particular agency. If the employee affected

by this change in Agency is a part-time employee the experience requirement for progression in the new Agency will be the equivalent of two (2) full-time years.

19. The Union herein agrees that this understanding resolves all pending classification and compensation issues concerning Attorney classifications, including but not limited to existing SCOPE appeals, and specifically the Principal Attorney classification. Furthermore, the Union agrees not to initiate any [additional] further appeals or claims in any forum [on] the Attorney classification structure, series or application, based upon any of the issues raised and resolved during this negotiation process.
  
20. It is also acknowledged and agreed that there are classifications that currently exist at salary levels above AR 28 within the current Attorney series. The individuals in these classes that qualify for the Staff Attorney 3 level will be reclassified to that level upon the first day of the pay period following execution of this agreement. Those classes as they subsequently become vacant will be abolished. Herein (below) is a list of those classes and incumbents:

<u>Employee</u>	<u>Classification</u>	<u>Projected Status</u>
[REDACTED]	Atty for OPA	Staff Attorney 3
[REDACTED]	Atty for OPA	Atty for OPA
[REDACTED]	Atty for OPA	Staff Attorney 3
[REDACTED]	Leg Svcs Dev	Staff Attorney 3
[REDACTED]	PW L Svcs S Atty	Staff Attorney 3
[REDACTED]	PW L Svcs S Atty	PW L Svcs S Atty

21. It is understood and acknowledged by both the State and the Union that many of the individuals who have been slotted into this new Attorney series may have received a lump sum payment at the time of their annual increment date. Under the terms of this agreement the compensation of the employee within these new classifications shall be implemented without any claim for reimbursement of any prior provided top step, lump sum payment.

**MEMORANDUM OF UNDERSTANDING X**  
**TUITION REIMBURSEMENT**

1. Article 31 Section six of the A&R Contract provides for an annual allocation of one hundred twenty thousand dollars (\$120,000.00) to the Professional Development and Conference Fund. Article 24 Section six of the A&R Contract provides for an annual allocation of two hundred thousand dollars (\$200,000.00) for tuition reimbursement. Over the years, there have been unreimbursed tuition reimbursement claims, and unexpended funds in the Professional Development fund. In order to address the problem with unreimbursed claims, the State and the Union Agree as follows:
  2. By September 1st of each contract year, the Union shall advise the Office of Labor Relations that it would like to transfer uncommitted balances, or any portion thereof, existing in the P-5 Professional Development and Conference Fund to the P-5 Tuition Reimbursement Fund and use it to offset shortfalls in tuition reimbursements. The parties shall notify the Office of the State Comptroller that they reached mutual agreement on the amount that shall be

transferred from the Professional Development and Conference Fund to the Tuition Reimbursement Fund.

3. Once the Professional Development and Conference Fund balance or any portion thereof, has been transferred to the Tuition Reimbursement Fund, those funds may be used to reimburse tuition reimbursement applications, in the order in which they were received by the Office of the State Comptroller and as prescribed by the Collective Bargaining Agreement except as otherwise modified herein.
4. Effective upon legislative approval of this Agreement and commencing with applications for the Spring 2013 semester the language on the limit on individual employee tuition reimbursement in the contract or tuition reimbursement guidelines shall be changed to provide that, "Employees shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year."
5. This agreement shall be subject to, and effective upon, legislative approval.

**SIDE LETTER: SPECIAL REVENUE HOLIDAYS  
UNDER ARTICLE 17, SECTION FOUR**

Beginning September 1, 1984 the following shall be applicable to employees of the Division of Special Revenue:

1. On any timesheet which includes a holiday the employee shall make a binding election, by way of appropriate coding, of either pay or compensatory time for those hours over 35, in the holiday half of the pay period, which are attributable to the holiday. If the employee elects compensatory time said employee may do so, but not in excess of a bank of 108 hours. Once 108 hours are in the bank all holidays must be coded to





ending September 30, 2002, except as noted in #2 of the Agreement.

2. The service rating for P-5 employees may indicate the number of days and/or occasions when:

In instances whereby P-5 employees have used more than the contractually earned 15 sick days per year;

In instances whereby P-5 employees use less than the 15 days but have a clear identifiable pattern of usage i.e. Mondays, Fridays, the day before or after holidays;

In instances whereby P-5 employees use less than the 15 days but have repeated or extended occasions of unauthorized leave with out pay.

3. Any A&R member wishing to have their previous service rating adjusted to exclude sick hours and occasions for 2000, 2001 and 2002 must notify his/her personnel department with 60 days from the date of this agreement.
4. The above referenced grievance is hereby withdrawn with prejudice but without precedent. This Agreement is specific to OLR File No. 16-3591, Union Code 00.110. It is without applicability to any other mater involving any other situation.

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Warren Cullen  
For the Union

Date

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Don Bardot  
For OLR

Date

**MEMORANDUM OF AGREEMENT XI**  
**AND CONTRACT EXTENSION**  
**ADMINISTRATIVE AND RESIDUAL EMPLOYEES UNION**  
**LOCAL 4200 AFT/AFTCT, AFL-CIO**  
**AND THE**  
**STATE OF CONNECTICUT**  
**SEBAC 2009**

The Administrative and Residual Employees Union Local 4200 AFT/AFTCT, AFL-CIO and the State of Connecticut, acting through the Office of Labor Relations of the Office of Policy and Management hereby agree as follows:

This agreement is made and entered into by and between the State of Connecticut and the Administrative and Residual Employees Union Local 4200 AFT/AFTCT, AFL-CIO a labor organization within the meaning of Sections 5-270 through 5-280 of the Connecticut General Statutes, and the State of Connecticut, an employer within the meaning of said statutory sections. This agreement is a result of the joint efforts of the parties to respond to the fiscal conditions of the State of Connecticut and is made pursuant to discussions held between the State of Connecticut and the State Employees Bargaining Coalition (SEBAC).

The existing Collective Bargaining Agreement, effective July 1, 2007 and expiring on June 30, 2011 shall be modified as follows:

**1. Article 44 Duration:** Except as otherwise expressly stated herein, the term of the agreement is extended to June 30, 2012. The provisions of CGS 5-270 et seq. and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2011.

## **2. New Memorandum of Understanding Regarding Reclassifications**

1. The Chairperson is expected to act as a neutral when considering admission of information and allowing witness testimony. The State will ensure the transmittal of all submitted materials from Steps 1 and 2 to the Panel.
2. When assessing whether to accept information during the hearing, the operative rule shall be to err on the side of inclusion.
3. The Panel shall not communicate with any non-appearing person or deliberate except when all members are present.
4. To the extent the Panel is not in unanimous agreement regarding the inclusion of rebuttal testimony, the panel, including the Chair shall not be allowed to consider any evidence that was not presented to the full panel during the appeal hearing.

## **3. Voluntary Schedule Reduction Program:**

There shall be a voluntary schedule reduction program with the dual purpose of allowing employees to reduce their work schedules and aid the employer in mitigating the impact of the State's current fiscal crisis. This program is open to full time permanent employees working a 40 hour work week. Participants waive any right to a pure flex schedule under Article 16A.

1. An employee may indicate to the employer, the employee's desire to participate in the voluntary schedule reduction project which shall allow the employee to work 35 hours rather than 40 hours under the conditions set forth in the State Personnel Regulations 5-248c-1 et seq.

2. Said interest shall be expressed by a written request for a proposed schedule to the designated Agency representative.
3. Upon receipt of said request, the Agency representative shall accept, discuss and resolve said schedule with the employee or submit an Agency created schedule (which shall be a variant permitted by the standard work week).
4. The employee shall either accept the proposed schedule or decline, or remain on the schedule the employee is currently working.
5. A participating employee may opt out and return to the employee's original 40 hour schedule with four weeks written notice to the employer.
6. No employee may be permitted to opt in more than once during the program.
7. The new schedules under the program shall begin effective the first pay period of September, 2009.
8. The program shall sunset effective the last day of the last pay period of August 2011, at which time; all participating employees shall revert to a 40 hour work week.
9. This project is the outcome of a good faith effort to resolve a bargaining unit demand made in the context of state wide concession bargaining. The degree to which this provision may or may not be considered in any future negotiations should be examined in that context. The Union concedes that this program was neither achieved nor ordered during the regular bargaining process under SERA and as such, should not properly be considered as part of the bargaining history between the State and the Union.

**4. Order of Layoff or Reemployment--Article 13 Section Six C is replaced with the following:** "An employee appointed to a position from a lower class from which the

employee was laid off, shall remain eligible for reemployment to the higher classification. An employee appointed to a position from the reemployment list to a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to the employee's former salary in the higher classification from which laid off, but not more than the rate the employee was receiving at the time of layoff. "

**5. Compensation--Article 24 Sections One and Two are amended as follows:**

- a. There shall be no general wage increase paid to any employee for the 2009-2010 contract year. Employees who received the top step bonus in the prior year shall be eligible to receive it when an annual increment would have been due.
- b. Effective with the pay period that includes July 1, 2010, the base annual salary for all bargaining unit employees shall be increased by three and one-quarter percent (3.25%).
- c. Effective with the pay period that includes July 1, 2011, the base annual salary for all bargaining unit employees shall be increased by three and three percent (3%).
- d. The annual increment, including the ninth step for the 2010-2011 contract year shall be paid on time in accordance with existing practice. No top step bonus shall be paid.
- e. The annual increment for the 2011-2012 contract year shall be paid on time in accordance with existing practice. The top step bonus payment shall be paid on the paycheck date when increments are paid.
- f. The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

**6. Compensatory Time--Article 13 Section 5 (d) (3) shall be amended to add the following:** “Employees shall be allowed to bank up to but not more than 100 hours of compensatory time. If, at any time an employee’s personal compensatory time bank exceeds the 100 hour maximum, the employee shall be paid for the time in excess of 100 hours as soon thereafter as is practicable. Said monies shall be paid at the pay rate in force on the date of the payment. Employees who exceed the 100 hour maximum on the date of legislative ratification of this Agreement shall arrange with their Agency to eliminate the excess by use of release time and/or payment, but in no case may they continue to bank new compensatory time until their bank is less than 100 hours.”

**7. Funds, Fees, Differentials, Reimbursements and other Payments:**

The parties agree that during the 2011-2012 Contract year, the amounts appropriated for all funds, fees, differentials, reimbursements, and other payments shall remain the same as the rate on June 30, 2011 as set forth in the Collective Bargaining Agreement. There is no intent to diminish or reduce any benefit to any employee except as otherwise provided by a specific provision of this Agreement, or the SEBAC Concessions Agreement.

**8. Furlough Days.** There shall be mandatory furloughs for all members of the P-5 bargaining unit. Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work. It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days. The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. There shall be one (1) furlough day before June 1, 2009, three (3)

furlough days between July 1, 2009 and June 30, 2010 and three (3) furlough days between July 1, 2010 and June 30, 2011. The furlough days shall be processed as follows;

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

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

May 22, 2009	Friday before Memorial Day
July 6, 2009	Monday after July 4
November 27, 2009	Friday after Thanksgiving
December 24, 2009	Christmas Eve day (Thursday)
July 2, 2010	Friday before July 4
November 26, 2010	Friday after Thanksgiving
December 27, 2010	Monday after Christmas

The fixed furlough days in higher education may be different than the above days.

In the Department of Motor Vehicles, for employees who do not normally work on Mondays, the biweekly rate of pay for the pay period in which the Monday furlough days occur shall be reduced by one-tenth and the employees shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day..

If an agency cannot grant a particular fixed furlough day to one or more employees who would otherwise be subject to the fixed furlough days, the biweekly rate of pay for the pay period in which the furlough day occurs

shall be reduced by one-tenth and the employee shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day..

B. For Employees who cannot be granted the fixed furlough day(s):

2008-2009: For employees who are unable to be granted the May 22, 2009 furlough day, the biweekly rate of pay for the pay period beginning May 22, 2009 and ending June 4, 2009, shall be reduced by one-tenth to accommodate the value of the furlough day (daily rate of pay). In exchange for the reduction in pay, bargaining unit members shall take one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day. It is understood and agreed that it may not be feasible for an employee to be scheduled to take a day off before the end of the fiscal year, and this obligation may, therefore, be extended into the next fiscal year.

2009-2010: For employees who are unable to be granted the fixed furlough days in 2009-10, the biweekly rate of pay for the pay periods beginning July 3, 2009, September 11, 2009 and November 6, 2009 shall each be reduced by one-tenth to accommodate the value of the furlough days. In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) to be determined by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. It is understood and agreed that the days off shall be taken by June 17, 2010.



2010-2011: For employees who are unable to be granted the fixed furlough days in 2010-11, the biweekly rate of pay for the pay periods beginning July 2, 2010, September 10, 2010 and November 5, 2010 shall each be reduced by one-tenth to accommodate the value of the furlough days. In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) to be determined by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. It is understood and agreed that the days off shall be taken by June 16, 2011.

It is further understood and agreed that any employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signature as duly authorized collective bargaining agents.

For the State:

For the Union:

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**MEMORANDUM OF UNDERSTANDING XII**  
**BETWEEN THE**  
**STATE OF CONNECTICUT**  
**AND THE**  
**ADMINISTRATIVE & RESIDUAL EMPLOYEES UNION**  
**(P-5)**  
**SEBAC 2011**

In order to assist in resolving the financial issues currently facing the State of Connecticut while preserving public services, the State of Connecticut and the P-5 bargaining unit agree to the following provisions:

**1. DURATION**

The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 2016. Article 44 of the P-5 contract is therefore revised to provide for an expiration date of June 30, 2016. Except as modified by this agreement, the provisions of the existing P-5 contract remain in effect.

**2. GENERAL WAGES AND ANNUAL INCREMENTS:**

Article 24, Section One (first paragraph), of the contract is deleted and the following substituted in lieu thereof, which also replaces Section 5, subsections a-c, of the Memorandum of Agreement and Contract Extension signed by the State and the union on May 12, 2009:

Effective with the pay period that includes July 1, 2011, the base annual salary for all P-5 employees shall be increased by three percent (3.0%).

Effective August 26, 2011, the base annual salary for all P-5 employees shall be reduced to the rates in effect on June 30, 2011.

There shall be no other general wage increase paid to any P-5 unit employee for the 2011-12 and the 2012-13 contract years.

Effective on the date (August 26, 2013) that is four (4) pay periods after July 1, 2013, the base annual salary for all P-5 unit employees shall be increased by three percent (3.0%).

Effective July 1, 2014, the base annual salary for all P-5 bargaining unit employees shall be increased by three percent (3.0%).

Effective July 1, 2015, the base annual salary for all P-5 bargaining unit employees shall be increased by three percent (3.0%).

Article 24, Section One (second paragraph), and Section Two (a) of the contract is deleted and the following substituted in lieu of Section Two, which also replaces Section 5, subsections d-f, of the Memorandum of Agreement and Contract Extension signed by the State and the Union on May 12, 2009:

Annual Increments. Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice, except as provided otherwise in this agreement.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half (2.5%) of their annual rate, except as provided

otherwise in this agreement. Such payment shall be made on the date when the annual increment would have applied.

The annual increment for the 2011-2012 contract year shall be paid on time in accordance with existing practice. The top step bonus payment shall be paid on the paycheck date when increments are paid.

Notwithstanding the prior provisions, any annual increment for 2011-2012 received effective July 1, 2011 shall be rescinded effective August 26, 2011 and the employee's salary rate shall be reduced to the rate in effect prior to the July 1, 2011 increment. Any top step lump sum payment received for July 1, 2011 shall be divided by twenty-three (23) and the resultant amount shall be deducted from the employee's pay in equal amounts over the next twenty-three (23) pay periods.

There will be no other lump sum payment or annual increment made for contract years 2011-2012 and 2012-2013.

Any annual increment and/or lump sum payment for July 1, 2013 shall be delayed by four (4) pay periods until August 23, 2013.

Employees will continue to be eligible for and receive annual increments and lump sum payments during the term of this contract in accordance with existing practice for contract years 2013-2014, 2014-2015 and 2015-2016, except as specifically varied by the contract.

The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

### 3. LONGEVITY

Article 24, Section Three of the contract is deleted and the following substituted in lieu thereof:

**Longevity (a)** Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice, except as provided otherwise in this agreement. The longevity schedule(s) is/are appended hereto.

**(b) No longevity payment in October 2011.** Employees hired prior to July 1, 2011 shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except there shall be no longevity payment in October 2011.

**(c) Service toward longevity.** No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to the service calculation for the purpose of determining eligibility and level of longevity entitlement if it would have counted when performed.

**(d) Employees hired on or after July 1, 2011.** No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

### 4. FUNDS AND OTHER PAYMENTS

All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc.), shall remain

in place and continue in the same amounts presently in the P-5 collective bargaining agreement, except to the extent otherwise called for in the P-5 collective bargaining agreement. The P-5 collective bargaining agreement shall be extended until June 30, 2016 and unexpended fund amounts shall roll over year to year. Any unexpended funds shall lapse or shall not lapse as of June 30, 2016 in accordance with present rules.

## **5. JOB SECURITY**

From the July 1, 2011 and through June 30, 2015, there shall be no loss of employment for P-5 bargaining unit employees hired prior to July 1, 2011, including loss of employment due to programmatic changes, subject to the following conditions:

- a. Protection from loss of employment is for permanent employees and does not apply to:
  - i. Employees in the initial working test period;
  - ii. Those who have at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
  - iii. Expiration of a temporary, durational or special appointment;
  - iv. Non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
  - v. Termination of grant or other outside funding specified for a particular position;
  - vi. Part-time employees who are not eligible for health insurance benefits.
  
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the

attached implementation agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.

- c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2011-June 30, 2015 time period.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.

The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

## **6. NON-ECONOMIC TERMS OF CONTRACT**

If the P-5 unit does not agree to extend its bargaining agreement unchanged, it reserves its right to open up to a maximum of eight (8) issues that have a *de minimis* cost and are identified no later than August 31, 2011. The P-5 unit has notified the Office of Labor Relations of its intent to open the contract to noneconomic issues. Therefore, the State may likewise open up a maximum of eight (8) issues with a *de minimis* cost. Negotiation shall begin on these issues no earlier than September 1, 2011, unless otherwise agreed to by the parties. Only these issues may be submitted to interest arbitration.

## **APPROVAL**

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

### **Signatures:**

**For the State of Connecticut**

**For the Union**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Date**

## **JOB SECURITY IMPLEMENTATION (“JSI”) PROCESS**

### **SECTION IV.B. IMPLEMENTATION PROVISIONS FOR SEBAC 2011 JOB SECURITY FOR OLR COVERED UNITS.**

The process outlined in this section is a supplement to the October 18, 2005 Placement and Training Agreement and is designed to govern the procedure utilized in situations where there are employees covered by the Placement and Training Agreement who are impacted by a decision to close a state facility or make other programmatic changes which would have resulted in the layoff of state employees but for the Job Security Provisions of SEBAC 2011, and transfers necessary to deal with workload issues necessitating the transfer of state employees to different work units, locations or facilities. The provisions hereunder shall expire as of June 30, 2015, unless extended by mutual agreement of the parties. The State will continue to provide the longest possible advance notice as provided in Section 7d of the Placement and Training Agreement to the unions and employees impacted by such decisions. The process described below shall be known as the Job Security Implementation ("JSI") Process.



1. There shall be a three-phase process as follows:
  - a. **Phase I.** The State shall use its best efforts to attempt to combine the placement and transfers of individuals in the event of multiple closings and programmatic changes occurring within the same period of time to maximize the likelihood of success.
    - i. Initially affected employees would enter the Placement and Training (P&T) process.
    - ii. May use normal P&T rights.
    - iii. In addition, the Secretary of OPM shall use best efforts to make comparable jobs available within acceptable geographic radius (defined below). Such jobs will typically be in the affected employees' bargaining unit.
    - iv. Comparable jobs within the same bargaining unit shall be initially offered to affected employees on the basis of layoff seniority as defined in their collective bargaining agreement and, if necessary, state service.
    - v. Any affected employee not accepting a comparable job then goes to Phase II.
  - b. **Phase II.** The collective bargaining agreement (CBA) process begins. Initially affected employees and/or secondarily affected employees may then exercise their rights under the CBA. The CBA process ends when either (1) the affected employee(s) has a comparable job; or (2) the affected employee(s) choose to waive further contractual displacement rights and enter Phase III.
  - c. **Phase III.** Finally any remaining affected employee(s) would enter the P&T process.
    - i. May use normal P&T rights.
    - ii. In addition, the Secretary of OPM uses best efforts to make comparable jobs available within

acceptable geographic radius (defined below). Such job will typically be in the affected employees' bargaining unit.

- iii. Comparable jobs within the same bargaining unit shall be initially offered to affected employees on the basis of layoff seniority as defined in their collective bargaining agreement and, if necessary, state service.
  - iv. If no comparable job available within the acceptable geographic radius, the finally affected employee(s) will be offered other jobs within the acceptable geographic radius on a temporary basis until comparable job available, and are red-circled in original pay-grade.
  - v. Employee may be offered training through the P&T Committee as a way of moving employee to a position comparable to the one lost.
  - vi. No employee shall have a right to a promotion under this process.
  - vii. Affected employee refusing an assignment within the acceptable geographic radius during Phase 3 of the process may be laid off, but will have all usual rights of laid off employees.
2. Relevant definitions which apply to this process only and shall not be utilized for any other purpose:
- a. "Comparable job" means one with similar duties and the same or substantially similar biweekly salary range. The requirement to offer a comparable job shall not be met if the target job requires a hazardous duty retirement covered employee to move to non-hazardous duty retirement employment, or vice versa.
  - b. "Acceptable geographic radius" for Phase I means a one way commute equal to the greater of his/her present commute or thirty (30) miles from his/her work location at the time of notice. During Phase

III, acceptable geographic radius means a one-way commute equal to the greater of his/her present commute or thirty (30) miles from his/her home. In the event that there is no opportunity within the applicable thirty (30) mile measurement, the State will provide an opportunity within a fifty (50) mile radius based upon the applicable measurement. In the event an opportunity becomes available prior to July 1, 2017 within the applicable thirty (30) mile limitation, the impacted individual shall be offered such position before it is offered to an individual with lesser rights. In the event the individual declines such position within the applicable thirty (30) mile measurement, the State has no further obligation to offer another position to such individual based upon the geographic restriction.

- c. Manner of measurement. The parties have agreed to utilize MapQuest, shortest distance for positions offered in Phase I and MapQuest, shortest time for positions offered in Phase III.

### **3. Priority, Working Test Period Issues, and Related Issues**

- a. Employees needing positions through the process outlined in this Section B (as compared to the normal P&T process) have priority over other claimants to position based on the SEBAC 2011 job security provisions. Provided, however, seniority under the CBA may be utilized for the purpose of shift selection in the target facility.
- b. Where a job is offered to comply with the rules of this Section which would require the completion of a working test period, failure of the employee to successfully complete that working test period will return the employee to

the process outlined in this Section B, unless the reasons for the failure would constitute just cause for dismissal from state service. The process outlined in this Section B terminates as of June 30, 2015, or when there is no employee remaining with rights to the process, whichever is later.

**4. Dispute Resolution**

- a. "Work now, grieve later" applies as usual to JSI related grievances.
- b. Placement & Training Committee to convene for emergency advisory procedure if employee claims he or she is being inappropriately laid off in violation of the JSI procedure.
- c. Any arbitration necessary to resolve a claim that an employee is being denied a suitable comparable assignment under this agreement shall receive priority processing for purposes of assignment of an arbitrator, a hearing date, and resolution of the arbitration. Any dispute or arbitration under this agreement shall be under the SEBAC agreement process.

**5. Transfer Implications**

- a. Where staffing disproportions other than through agency consolidations, the process outlined in this Section B will be used to eliminate the necessity of a transfer (directly or through layoff notice). If there is more than one employee in the impacted classification, the State shall ask the employees in layoff seniority order and, in the event there are no volunteers, the junior employee shall be transferred.
- b. In cases where involuntary transfers occur, affected employees shall have the right of first refusal to return to their prior geographic locations prior to an equivalent position being offered at the prior geographic location to a less senior person.

**STATE OF CONNECTICUT  
BARGAINING COMMITTEE**

Christine Cieplinski	Office of Labor Relations
Keith Anderson	Dept. of Administrative Services
Marybeth Bonsignore	Dept. of Public Safety
Henry Burgos	Dept. of Developmental Services
Sandra Cady	Conn. Lottery Corp.
Jackie Ciampi	Dept. of Public Safety
Sandy Cunningham	Workers Compensation Comm.
Suzanne Donlon	Dept. of Transportation
Mitch Drabik	DECD
Joanne Driver	Comptrollers
Diane Fitzpatrick	Dept of Administrative Services
Cindy George	Dept. of Motor Vehicle
Neal Griffin	Dept. of Labor
Paul Jachimowski	Dept. of Correction
Theodore Janiszewski	Office of the Treasurer
Rudolph Jones	Dept. of Social Services
Tom Malecky	Dept. of Public Health
Nancy Malinguaggio	Dept. of Transportation
Karen Mehigen	Conn. Lottery Corp.
Sandy Millholen	Dept. of Revenue Services
Alphonso Mims	Dept. of Mental Health & Addiction Svc
Debra Paradis	Dept. of Education
Jeannette Perez	Comptrollers
Sue Phillips	Secretary of State
Crystal Ross	Banking Dept.
Wanda Seldon	Dept. of Transportation

**ADMINISTRATIVE AND RESIDUAL  
EMPLOYEES UNION  
BARGAINING COMMITTEE**

Barry Scheinberg  
Chief Spokesperson/General Counsel

Paul Krell, Jr.	President, A&R
Michael Myles	Chief Negotiator
Ralph Barra	Office of Policy and Management
Janis Bureau	Department of Banking
Alfredo Camargo	Office of the Chief Medical Examiner
Lori Chapman	Department of Consumer Protection
Laurie Colburn	Central Connecticut State University
Mary Conlon	Dept. of Mental Health & Addict. Svcs.
Kathie Daly	Department of Transportation
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Mary Ann Goggin	Department of Information Technology
Bryan Gunning	Dept. of Environmental Protection
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Mary Norris	Department of Education
Joseph Piechta	Division of Special Revenue
Brian Scully	Department of Revenue Services
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John Toomey, Jr.	Department of Labor
Bernard Vignali	Department of Labor
Michael Winkler	Freedom of Information Commission
Frances Wynn	Workers' Compensation Commission
Richard Wysocki	Department of Social Services

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**PAY**

**PLANS**

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