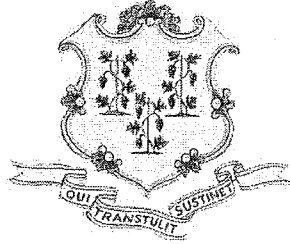


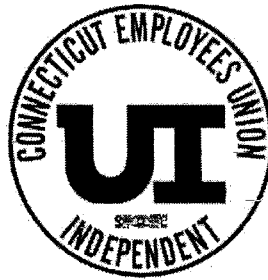
**DRAFT
MAINTENANCE & SERVICE
UNIT (NP-2) CONTRACT**

between



STATE OF CONNECTICUT

and



**Affiliated Local 511
Service Employees International Union
AFL-CIO, CLC**

Effective July 1, 2016

Expiring June 30, 2021

Payscales will be inserted into the final printed and bound contract

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The State of Connecticut, acting by and through the Office of Labor Relations, hereinafter called "the State" or "the Employer", and the Connecticut Employees Union "Independent", Inc., a Connecticut non-profit corporation and employee organization, hereinafter called "the Union".

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

WHEREAS, the parties wish to establish an equitable and peaceful procedure for the resolution of differences and to establish wages, hours and conditions of employment;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1

Recognition

Section One. The State of Connecticut herein recognizes the Connecticut Employees Union "Independent", Inc. as the exclusive bargaining representative of the State employees whose job titles or classifications were placed within the Maintenance and Service Unit by the Connecticut State Board of Labor Relations, under SE-1686-C or by agreement of the parties.

Section Two. This agreement shall pertain to those employees whose job titles fall within the above cited certification and shall not apply to nonpermanent employees defined as those who are appointed on a temporary, emergency, or seasonal basis. Federal Grant Participants and employees appointed originally on a provisional basis shall be covered by the Agreement.

Notwithstanding any other provision in this Agreement, for the duration of their employment, durational employees and employees working as Guides at Newgate Prison shall be entitled to vacation, sick leave, personal leave, holidays, participation in Group Health Insurance, Group Life Insurance and the protection of just cause for any disciplinary action.

Due to the nature of durational employment, durational employees cannot be guaranteed continued employment beyond the termination date of the appointment. Such termination of appointment is therefore without right of appeal.

Section Three. State Personnel through the Office of Labor Relations shall notify the Union of new maintenance and service job classifications created during this Agreement.

Article 2

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 understandings and agreements arrived at by the parties after the 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.

Article 3

Non-Discrimination and Affirmative Action

Section One. The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, mental retardation or physical disability including, but not limited to, blindness or lawful political activity.

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

Section Three. Affirmative Action. The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent further discrimination and to ensure equal opportunity in the application of this Agreement. Problems, ripe or anticipated, which impact upon philosophy and/or directives of this Section shall be subject to continuing discussions between the parties but shall not be subject to the grievance procedure.

Section Four. No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as the result of the exercise of his/her rights under this Agreement.

Section Five. The Employer will comply with the provisions of the Americans with Disabilities Act, (ADA). At the request of the Union, Agency Labor Management Committees shall be formulated for the purpose of ADA issues. Such Committees (not the grievance procedure) shall be the proper forum for discussion of ADA concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

Article 4

No Strikes - No Lockouts

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 service, sick-out 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 local unit agreements on distribution and assignments of overtime work.

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

Section Three. The employer agrees that during the life of this Agreement there shall be no lock-out.

Article 5

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; 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. The contracting out of services is subject to the provisions of Article 13, Section Ten.

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 6

Union Security

Section One. For the duration of this Agreement an employee retains the freedom of choice whether to become or remain a member of the Union which has been designated as the exclusive bargaining agent for this unit.

Section Two. Employees who are members of the Union shall pay dues and initiation fees (as applicable). Union dues shall be deducted by the State employer from the biweekly paycheck of each employee who has signed an authorization form. Such deduction shall be discontinued after thirty (30) days advance written request of employee.

Section Three. An employee who is not a member of the Union shall pay an agency service fee to the Union for service as the exclusive bargaining agent of all bargaining unit employees.

Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is not a Union member. Timely payment of the agency service fee is a condition of employment. The amount of agency service fee shall be determined by the Union; but that amount will not exceed the applicable dues payable to the Union were that employee a Union member.

Section Five. Dues and agency service fees shall be calculated and payable effective the beginning of the first full pay period following initial employment. As part of its internal governance, the Union agrees to provide each non-member agency service fee payer a written statement of the charges and expenditures incurred by the Union during the Union's previous fiscal year sufficient to permit an agency fee payer to object on ideological or political grounds.

Section Six. The amount of dues or agency service fee deducted under this Article shall be remitted to the Treasurer of the Union no later than fifteen (15) days after the payroll period for which the deduction is taken, together with a list of employees for whom any such deduction is made.

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

Section Nine. 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 Ten. The State employer agrees to continue voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

Section Eleven. See Addendum A

Article 7

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. Notification of change in stewards shall be sent concurrently to the Office of Labor Relations and to the agency involved. Within large agencies the Union may designate certain stewards to serve as Chief Stewards, who may represent the Union in matters which are agency wide (or sub-agency wide). This language shall not be construed to limit the Union to a maximum number of stewards. To determine a total number of stewards statewide, the Union agrees to follow guidelines of approximately one (1) steward for each twenty-five (25) persons. This language has been in effect since May 1, 1986.

Section Three. Access to Premises. Union staff representatives and stewards within their assigned jurisdictions 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 the Union's role as collective bargaining agent, provided that they endeavor to give notice prior to arrival, or if that is not practical, provided that they give notice of their presence immediately upon arrival to the supervisor in charge and do not interfere with the performance of duties.

Section Four. Role of Steward in Processing Grievances. (a) The Stewards will obtain written permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement.

If the immediate supervisor is unavailable and the matter requires immediate attention, the Steward shall notify the next level supervisor or leave word at the work place. When contacting an employee, the Steward will first report to and obtain permission to see the employee from his/her supervisor and 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. Requests by Stewards to meet with employees and/or employees to meet with Stewards will state the name of the employee involved, his/her location and the approximate time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The sufficiency of Steward coverage shall be a subject of continuing consultation between the State and the Union. The Union will cooperate in preventing abuse of this Section.

When an employee wishes to see a Union Steward at the work site, he/she shall inform his/her immediate supervisor. If the Steward is required immediately because of the urgency of the situation, the employee may attempt to contact the Steward in the easiest manner possible. To the extent practicable, the contact shall be made in the manner least disruptive to the work situation.

(b) Union Stewards exercising their responsibilities under this contract and under State Labor law shall not be limited to a prescribed number of hours for release time during any day, week or other period of time during this contract. If, in the Employer's opinion, any steward(s) is (are) devoting an excessive amount of time to steward activities, representatives of the Union and the Office of Labor Relations will meet to reach a mutually acceptable solution of the matters; e.g., reallocation of steward assignments, full or partial leaves of absence, as provided in Article 7, Section Eight (b).

Section Five. Bulletin Board. The State will continue to furnish adequate and reasonable bulletin-board space in each facility employing bargaining unit members on which the Union may post 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. Use of Telephones. The Union officers, stewards or members may, if immediate action is required to resolve a question or matter within the scope of the Union's duties as exclusive representative, use the telephone at their facility, subject to the reasonable discretion of management. Long distance phone calls shall not be billed to the State. Intrafacility telephone calls of reasonably short duration are allowed provided that there is no immediate interference with agency operations. The Union will cooperate in preventing abuse of this Section.

Section Seven. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to all 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 the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

Section Eight. Union Business Leave.

(a) Paid leave may be granted to Union officials, delegates, representatives or designees to attend Union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. Paid leave shall not exceed eight thousand (8,000) hours per contract year for purposes of attendance at the Union's annual convention and Union sponsored steward training programs. An additional six hundred (600) hours per contract year shall be provided for all other Union business. Requests for time off under this Section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance, and release shall be granted unless an agency emergency dictates otherwise. A copy of each request shall be sent simultaneously by the Union to the employee's agency. Any unused hours shall be carried over and accumulated from year to year.

(b) Not more than two (2) employees from different agencies, who are elected or appointed to a full-time office or position with the Union shall be eligible for an unpaid leave of absence. Upon return from such leave, the State employer shall offer the employee the same or similar position as the former position including pay, benefits, and duties, at the rates in force at the time of return from such leave. If possible, the employee shall be returned to the same location. If that is not possible, the position offered shall be within reasonable distance and the employee shall be given preference to transfer back to his/her former work site when there is a suitable vacancy.

- (c) (1) One (1) employee elected or designated by the Union to a full-time Union assignment shall be eligible for full-time paid leave.
This leave will continue for the duration of the current agreement and until a successor agreement is in place.
- (2) The State shall pay all salary and benefits, including Health, Life Insurance and Pension Benefits. The State will continue such voluntary deductions as may be authorized by him/her as if he/she was in active service.
- (3) One half of the annual work hours has already been deducted from the Union Leave Bank.
- (4) 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 [3]).
- (5) Upon completion of the leave provided for herein, the employee will be reinstated from leave of absence, to the

facility and shift from which he/she was granted leave.

- (6) The employee will continue to accrue all vacation time earned to a maximum of one hundred twenty (120) days. The employee may carry over more than ten (10) days per year.

(d) The Union shall not have to charge attendance to "block time" for meetings or activities sanctioned by management representatives, i.e., Labor-Management Committee meetings, Bargaining Unit Job Safety Committee activities, grievance meetings. This language has been in effect since May 1, 1986.

Section Nine. Orientation and Training. Once a month, at each institution or work location, all new employees shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. The Union will provide all new employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

Section Ten. See Addendum A, Paragraph 8.

Section Eleven. Union stewards who have permanent status in State service and who have served as stewards for at least two (2) months shall be deemed to have the highest seniority for purposes of selection for layoff, involuntary transfer or change in job location or shift.

There shall be no disciplinary transfers of Union Stewards without concurrence of the Union.

Section Twelve. Picnics or Social Events.

(a) The State agrees to continue its practices with respect to release time for Agency and local picnics and other agency or Union social events.

(b) The release of employees without loss of pay for picnics and other agency social events shall not be deducted from or charged to block time hours under Article 7 (Union Rights).

This language has been in effect since May 1, 1986.

Section Thirteen. (a) The State agrees to allow the Union to use space at State institutions or facilities for Union business, when such space is available, provided;

- (1) Arrangements are made at least twenty-four (24) hours in advance; and
- (2) Such arrangements do not interrupt the Employer's business; and
- (3) At institutions, meetings shall be held only in non-direct patient care areas; and
- (4) The Union shall reimburse the State for any actual costs incurred by such arrangement, such as cleaning.

(b) The Union may make such arrangements with the Agency Head or person in charge of the space which the Union desires to use. This language has been in effect since May 1, 1986.

Article 8

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 his/her request, be permitted to examine and copy, at his/her expense, any and 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.

Section Three. No new negative or derogatory material shall be placed in an employee's personnel file unless the

employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a union steward or staff representative shall sign the material (indicating receipt) and be provided a copy. The copy shall be given at time of signing.

At any time, an employee may file a written rebuttal to such material. Such material shall be considered void after eighteen (18) months from the issuance date of said material, unless similar disciplinary action is taken within that time period.

An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievance will be arbitrable only if the employee suffers loss, prejudice, or if the material is disciplinary. The provisions of this Section shall not apply to notices of dismissals, suspensions, demotions or disciplinary transfers.

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 written notes or records shall be unofficial and shall not be offered by the State as evidence in any grievance procedure hearing(s) except for service ratings.

Section Five. When an employee seeks access to his/her personnel file and/or payroll records, 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 timely transferred to the employee's work site for inspection in accordance with Section Two.

Article 9

Service Ratings

Section One. The annual service rating shall be completed at least three (3) months prior to the employee's annual increase date. A service rating will be conducted by the employee's immediate supervisor or a supervisor familiar with the employee's work and deemed to be qualified to rate the employee.

Section Two. The employee shall be given a copy of any service rating report which he/she is required to sign at the time of signing. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee.

Section Three. A rating of "unsatisfactory" in one (1) category or of "fair" in two (2) categories shall constitute a rating of "less than good." Prior to issuing an "unsatisfactory" service rating, supervisors shall counsel the employee on any deficiency. When an employee is rated "unsatisfactory" in any category, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings less than good must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report. For the purposes of deciding eligibility for an annual increment (step raise) a single unsatisfactory rating or two (2) category ratings of "fair" may be considered grounds for denial of such step.

Section Four. When the appointing authority wishes to amend a previously submitted fair or unsatisfactory report due to the marked improvement in an employee's performance, such report shall have precedence over previous reports and shall restore the annual increase.

Section Five. Disputes over service ratings may be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily, capriciously, or without relevant and supportive documentation. It is understood that only "fair" and/or "unsatisfactory" ratings in any category shall be grievable. No supervisor shall make comments within a service rating where such comments are inconsistent with the rating; however, constructive suggestions for improvement shall not be considered inconsistent with the rating.

Section Six. If requested by the Union the parties will enter into discussions regarding modification of the bargaining unit service rating form.

Section Seven. No second "unsatisfactory" service rating shall be given until after the employee has had a reasonable opportunity to correct any deficiency, in any event, not less than three (3) months. This limitation, however, does not restrict management's right to impose discipline during such period.

Article 10

Training

Section One. The State recognizes its responsibility to provide relevant training for each new employee and to continue relevant on-the-job training for employees with the goal toward upward mobility and keeping employees current in their respective fields.

Section Two. (a) Management retains the right to determine training needs, programs and procedures. The Union may submit written recommendations concerning training needs and the same shall be a topic of discussion between the State and the Union.

(b) Seniority shall be the determining factor used by management in selecting employees for training when there is a conflict. Every effort should be made to give all employees a chance to attend training. Employees turned down for training will get first consideration at the next session of that course.

(c) The Parties may sponsor other training courses, seminars, and the like at other institutions of learning as developed with the individual agencies or In-Service Training Coordinator. The cost of these classes, necessary supplies and books shall be deducted from tuition reimbursement funds.

Section Three. Tuition Reimbursement. (a) For Fiscal Year 2017 (6/30/2016-7/1/2017) there shall be no allocation of funds. Thereafter, the State shall allocate seventy thousand (\$70,000) dollars during each contract year for employees to participate in the existing tuition reimbursement program. Tuition reimbursement for credit courses at accredited institutions of higher education, one hundred percent (100%) of cost of tuition, laboratory fees and community college service fees up to a maximum of seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs. Tuition reimbursement for non-credit courses at accredited institutions of higher education, one hundred percent (100%) of cost of tuition, laboratory fees and community college service fees up to a maximum of fifty percent (50%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs.—Where practicable the employer may adjust an employee's work schedule so as to accommodate course work related to employment.

(b) For Fiscal Year 2017 (6/30/2016-7/1/2017) the NP-2 Education and Training Fund shall receive an allocation of forty thousand dollars (\$40,000) which represents ½ of the normal allocation for said fund. Thereafter, the State shall allocate eighty thousand (\$80,000) dollars in each contract year for the purpose of providing relevant education and training to employees in conjunction with the Department of Education or comparable programs including continuing education requirements. Implementation of such programs shall be by mutual agreement of the parties.

(c) Conference Fund. (i) For Fiscal Year 2017 (6/30/2016-7/1/2017) there shall be no allocation of funds. Thereafter, thirty thousand (\$30,000) dollars shall be allocated per contract year to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. No overtime will be paid nor will compensatory time accrue for travel to or from such activity or attendance at such activity. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of one thousand (\$1,000) dollars shall be allotted for any one attendance and no employee will attend more than two conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

(ii) Every effort shall be made by the State to allow participation in said workshops, seminars, or conferences. Selection of employees shall be by mutual agreement of the Union and the State.

(iii) Upon approval of a request under this Section by the Union and the Agency Head, such request shall be forwarded to the Comptroller at least two (2) weeks in advance of the event.

(iv) If any employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the agency's business office which shall promptly notify the Comptroller of the cancellation.

(v) As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop, seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

(vi) Employees who attend these activities may be requested by management to make a presentation on the events and information acquired.

(d) The Union shall be provided written quarterly reports showing amounts committed and/or paid for all accounts established in sub-sections (a), (b) and (c) above.

(e) Funds, which are unexpended in one fiscal year, shall carry over into the next fiscal year, and the balance of

these funds shall be available in addition to the new balances. The Union shall upon request be able to interchange funds between the accounts established in sub-sections (a), (b) and (c) above.

Section Four. The parties shall explore the feasibility of experimental apprenticeship programs for various trades. The State agrees to join and implement, where practicable, apprenticeship programs including those recognized by the Veteran's Administration for reimbursement to the employee.

The parties shall establish a joint labor-management committee composed of three (3) representatives of the Union and three (3) representatives of the State. The committee shall meet, at minimum, four (4) times annually. The purpose of the committee will be to develop and implement training programs for upward mobility within the noncompetitive job titles of the NP-2 bargaining unit.

Section Five. Employees working second or third shifts who are approved by their agency for participation in In-Service Training Programs shall be granted equivalent time off, either in whole or in part, for time spent in such training.

Section Six. Where an employee is required by the employer to attend training, the employee shall be paid for time so spent.

Section Seven.

Department of Transportation Basic Training Program

Purpose:

To establish a Basic Training Program for Transportation Maintainers 1, 2, 3, and 4, providing basic instruction on the operation and function of graded equipment and/or basic instruction in certain skill sets within each DOT section.

Establishing and Maintaining the Basic Training List:

1. Transportation Maintainers may request basic training on any 2 pieces of equipment or in certain skill sets within their section, per calendar year.
2. A sign-up list for basic training equipment and skill-sets will be posted within each garage on a quarterly basis, by the 5th day of the last month of the quarter for the next quarter (December 5, March 5, June 5 and September 5). The list(s) shall be updated by the Supervisor or district trainer each quarter to reflect which equipment is available and/or which skill sets are going to be trained on that quarter within the respective section.
3. Employees seeking this basic training may sign up for a maximum of 2 pieces of equipment or skill set training on or before the 15th of the last month of the quarter (December 15, March 15, June 15 and September 15) for training offered during the year.
4. A sign-up list for basic training will be compiled by section in order of seniority for employees within each section as of January 1 and the list will be posted at each garage within each section.
5. Once an individual's name is on the sign-up list, their name will remain on the list for the calendar year unless they:
 - a) Receive the basic training requested;
 - b) Notify their supervisor that they are no longer interested in the training; or
 - c) Reject an offer
6. An employee may remove their name from the sign-up list, or modify their selection at any time prior to confirmation of a scheduled training. They may reapply for the previously requested training the next (following) quarter.
7. An employee who rejects an offer of training will have their name removed from the Basic Training Sign-up List for that piece of equipment or skill set for the remainder of the calendar year but may reapply for the training on or before December 15 for the following year. It will not be considered a rejection if the employee is out of work on an approved absence (vacation, sick, personal leave, worker's comp, etc.) when the training is to be given.
8. The training will be one day per quarter and will be conducted by the Transportation Maintainer 3 or 4 (Operator/Craftsman) who is normally assigned to operate the equipment or perform the skill. The operator will notify the Supervisor who will inform the District Trainer of the number of hours each employee spends in training.

9. The District Trainer will be responsible for tracking the number of hours each employee spends training on each piece of equipment or skill set and post it on the Employee Training Record Card which will be forwarded to the garage supervisor for retention.
10. The Basic Training Program shall be governed by Article 10, Section Two of the NP-2 Contract, unless specified otherwise herein. However, disputes regarding the Program shall first be addressed through the joint labor-management committee. If a resolution of the dispute cannot be achieved through labor-management then the dispute may be processed through Article 16 of the Contract, Grievance Procedure.

Training:

1. The scheduling of the training, the length of the training, the content of the training and the number of employees (up to a maximum of 4) at a time each quarter who may be trained on each piece of equipment or in a skill set will be determined by the manager/supervisor of the garage based on agency operating needs, weather, availability of resources, etc. Once determined, all training shall be offered in order of greatest to least seniority of those who have signed up for training.
2. Training will typically be offered one day per quarter. Each employee selected for training will report directly to the garage where the equipment is located or skill will be instructed at no cost to the State. Training employees will remain there for the entire day and will not receive Q-pay while in training.
3. Training on equipment will at a minimum consist of basic operating skills and safety aspects of operating that piece of equipment.
4. Not every piece of equipment will be available to be trained on every quarter.
5. The supervisor or his designee will verify that the training took place. The Employee Training Card will be retained at each garage and will be available for inspection by the employee, management and the union, upon request.

Eligibility for Training:

1. An employee must have worked for the State at least six months, passed their initial working test period, and attained permanent status to be eligible to place their name on the Basic Training Sign-up List.
2. Seniority for the purpose of the basic training shall be determined as of January 1st for that calendar year. However, seniority shall be adjusted accordingly for confirmed qualifying military time throughout the remainder of the calendar year, as applicable.
3. An employee on Worker's Compensation leave, on light duty or on an approved leave of absence may be eligible to participate in the Basic Training Program upon return to full duty and will not be considered to have rejected an offer of training if their injury/absence prevents them from receiving the training when available. Their name shall remain on the list and if selected, will be offered the training when next available after their return to full duty.

Article 11

Working Test Period

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the exam. At any time during the Working Test Period, after fair trial, the appointing authority may remove any employee if, in the opinion of such appointing authority, the Working Test indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuation in such position.

Section Two. (a) The Working Test Period for job classifications in the bargaining unit shall be six (6) months. Notwithstanding the previous sentence, the Working Test Period for employees who are promoted to non-competitive positions or who take positions in the same or lower pay grade in the bargaining unit shall be four (4) months. The terms of the Department of Administrative Services General Letter #31 Working Test Period Extensions (August 2000) shall remain in effect.

(b) For part-time employees, the Working Test Period shall be based on hours rather than calendar months (e.g., 979 hours equals six months). The initial working test period for employees in a trainee class shall be the length of the trainee period and may be subject to extension per Department of Administrative Services General Letter #31 Working Test Period.

(c) Time worked as a durational or temporary employee shall be credited toward fulfillment of the initial working test period provided the employee transitions to and is appointed to a permanent position in the same classification (job title).

Section Three. (a) Dismissal of an employee during the initial Working Test Period shall not be subject to the grievance procedure. However, if requested, an employee who does not successfully complete the initial Working Test Period shall be entitled to a conference with the Agency Head or designee to discuss the reasons for such failure.

(b) If an employee fails a promotional Working Test Period within the same agency, the employee must be returned to his/her previous position without any loss of benefits or seniority. If an employee fails a promotional Working Test Period in another agency, the employee shall be returned to the position he/she last held in the agency from which he/she transferred without loss of benefits or seniority. If that is not possible, the employee shall be appointed to a vacancy within a reasonable distance (normally within fifteen (15) miles and with similar duties as the position held prior to promotion, and shall have first preference for transfer to a position at the same location and shift at which he/she worked prior to promotion. Failure of an employee during a promotional Working Test Period shall not be subject to the grievance procedure

(c) Nothing in this Section shall be deemed to preclude the employee from going to any other forum to enforce his/her rights under this Article, i.e., Commission on Human Rights and Opportunities, Court or State Labor Board.

Section FourFive. Should an employee transfer in the same class from one agency to another, he/she shall be required to serve a probationary period of six (6) calendar weeks. A permanent employee who transfers to another agency and whose performance during the six (6) calendar week probationary period is not satisfactory with the new agency shall be returned to his/her former position, or if his/her position is filled, to a comparable position in the same facility, with the same pay and without any loss of any benefits or seniority rights; but failure of this probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

The transfer probationary period may be extended by the agency up to a maximum of six (6) additional weeks. In such cases, the agency will notify the employee and his/her former agency of the extension.

Article 12

Seniority

Section One. Seniority shall be defined as preferred status for specific purposes based in an employee's length of uninterrupted state service from date of last hire, plus war service as defined in Section Five below, and including (a) all paid leave provided that the employee returns to work immediately following the leave, (b) unpaid medical leave of absence following exhaustion of sick leave, for up to four (4) months, for an employee who has at least one (1) year of service, provided the employee returns to work immediately following the leave, (c) for employees with more than six (6) months but less than one (1) year of state service up to six (6) months of any period of continuous layoff if the employee is reemployed, (d) for employees with more than one (1) year of State Service up to twelve (12) months of any period of continuous layoff if the employee is reemployed, (e) non-disability maternity leave of up to six (6) months, and (f) time worked in durational status.

For employees with more than six (6) months of State service, seniority shall be bridged for any period of continuous layoff if the employee is reemployed within thirty-six (36) months.

For purposes of layoff (job security), an employee who transfers into the NP-2 bargaining unit shall only be entitled to seniority based on the length of continuous service within the NP-2 bargaining unit.

For employees working as Guides at Newgate Prison, seniority shall be bridged for the time off the payroll between operating seasons.

Section Two. No employee shall attain seniority rights under this Agreement until the employee has completed the Working Test Period. Upon completion of the Working Test Period, the employee's seniority shall date back to the employee's date of hire.

Section Three. Seniority lists shall be maintained annually as of January 1. Copies shall be furnished to the Union and posted at each agency, department or facility no later than February 1 of the same year. An employee may request correction of his/her seniority and appropriate adjustments shall be made on a prospective basis only, unless the employee has made the request to change within thirty (30) days of posting, in which case corrections shall be retroactive. Correction of the seniority list which is not made by the agency in response to an employee's written claim for such change may be processed through the grievance procedure.

Section Four. Seniority shall be deemed broken by termination of employment caused by resignation, separation not in

good standing, dismissal or retirement, but shall be restored to an employee who returns to service within one (1) year of a service break. Failure to report for five (5) consecutive working days without authorization, unless such absence is for justifiable reason, may be deemed as a break in seniority and may or may not be restored at the reasonable discretion of the employer.

Section Five. (a) War service for purposes of seniority shall be defined as in Section 27-103 Connecticut General Statutes.

(b) Active military service in the armed forces of the United States and its allies during wartime shall be credited to an employee's seniority upon submission of proof of such service (discharge papers), and shall be otherwise in compliance with Section 27-103 Connecticut General Statutes.

Section Six. To the extent contained herein, Public Act No. 87-291 is superseded.

Article 13

Order of Layoff or Reemployment

Section One. In the event of a reduction in force and subsequent recall to work, the provisions of this Article shall be controlling.

Section Two. For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail. In the event of a layoff within a job classification, temporary employees, special payroll and other supplemental workers and employees who have not completed their initial working test period shall be laid off first and they shall not have bumping rights. The restrictions herein will not apply to patients who are employed as part of their therapeutic programs or to full or part time students who are employed as part of their educational activity.

Section Three. When the employer determines that a reduction in force may be necessary, the employer shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff and/or (2) to mitigate the impact on the employee(s) at least ten (10) days before taking any steps to implement the decision. Additionally, the employer and the Union shall cooperate to gather whatever information is deemed necessary to facilitate the transfer, bumping and reemployment processes.

Section Four. (a) The employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. During the six (6) week period the employer shall offer on a seniority basis, a transfer to a vacancy in the same or comparable class or in any other position in the same or lower salary grade the employee is qualified to fill within the Department.

To facilitate this process an employee shall receive together with the written notice of layoff a list of Department vacancies in the same or comparable classes and a list of all vacancies in the same or comparable classes in all other State Departments within a fifty (50) mile radius. The Union shall receive a copy of all material supplied by the employee.

(b) If there are no positions to which an eligible employee can bump or transfer within the Department within twenty-five (25) mile radius, the employee shall be offered, on a seniority basis, a transfer to a vacancy in the same or comparable classification at any State facility within the fifty (50) mile radius provided that the employee meets the minimum requirements of the job. If the employee refuses to accept or if there are no transfer opportunities available, an eligible employee may exercise bumping rights as specified in Section Five.

Section Five. In lieu of layoff when there is no vacancy, or when the employee does not accept a vacancy, an employee may bump a less senior employee as follows: (a) The least senior employee in the same classification in the Department.

(b) If the employee does not exercise Department-wide bumping as in (a), then the employee may bump the least senior Department employee in the same classification or in a lower classification in the same classification series, at any facility of the Department within a twenty-five (25) mile radius.

(c) A permanent employee who is bumped shall have the same rights as an employee who is laid off, except that a bumpee shall receive only three (3) weeks notice; however, a bumpee shall not be terminated during the initial six (6) week period required by Section Four (a).

(d) A full time employee may bump the least senior appropriate full time employee, even if there is a part-time employee who is the least senior in the classification. If there are no less senior full-time employees available, a full-time employee may bump a part-time employee.

Section Six. Within one week of the availability of the list of vacancies referenced in Section Four (a) above, an employee shall provide written notice of whether he/she elects to transfer or exercise bumping rights. If such election results in a

lower paying position, the employee will be placed on the appropriate reemployment lists effective the date of such election.

The effective date of an election to transfer or bump will be at the sole discretion of the State. However, the exercise of this discretion shall not impair or jeopardize the employee's election.

Section Seven. Reemployment. (a) The names of permanent employees who are eligible for reemployment from layoff shall be arranged on appropriate reemployment lists in order of seniority and shall remain thereon for a period of five (5) years.

(b) Employees shall be entitled to specify for placement on the reemployment list for all classes in which they have or formerly had permanent status, or are qualified to fill as determined by the Commissioner of Administrative Services and for all comparable classes as mutually determined by the State and the Union. Such employee may further specify the location or locations at which he/she is willing to consider employment.

(c) An employee who twice fails to respond or twice waives consideration of a position in a classification within the geographic area of the employee's choice for which he/she has reemployment rights shall be sent a certified letter notifying him/her that one additional waiver or failure to respond shall result in the placement of his/her name in inactive status for that classification. An employee who, as outlined above, again waives or fails to respond, shall have his name placed in inactive status for that classification. Notification will be provided to the Union that the employee's name has been placed in inactive status. An employee will be removed from the inactive status upon written application to the Department of Administrative Service, by certified mail indicating a willingness to accept a position, if offered. 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 from which he/she was laid off, he/she shall remain eligible for reemployment to the higher position. An employee appointed to a position in a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to his/her former salary in the higher classification, but not more than the rate he/she is receiving at the time of layoff.

(d) Reemployment lists for classes shall be maintained by the Commissioner of Administrative Services and supplied to the appointing authorities. The Union shall be provided accurate, complete and up-to-date copies of all reemployment lists and notice of all appointments no less than once each month.

(e) Employees shall be reemployed from layoff on the basis of seniority prior to filling a vacancy by any other means (other than reclassification of a filled position).

(f) Employees who have been demoted or who have exercised bumping rights under Section Five (5) shall be reappointed to a position in their former class or comparable classes for which they meet the specific requirements on the basis of seniority prior to filling a vacancy by any other means (other than reclassification of a filled position).

(g) Reclassification of position shall not be utilized to defeat the contractual commitment of this Section (Reemployment).

Section Eight. The bumper shall be paid for the service in such lower classification at the closest rate in the lower salary range to his/her former salary in the higher classification, but not more than the rate he/she is receiving at the time of transfer. The same step placement method shall apply in instances where an employee accepts a vacancy in a lower salary range, or is reemployed in a lower salary range.

Section Nine. If layoffs according to seniority have an adverse impact on affirmative action goals or if the most senior employees do not have the requisite skills and ability to perform the work remaining, then the State and the Union shall meet to discuss the issue. If no agreement is reached within the time limits of Section Four (a), the State shall lay off employees in the manner it deems appropriate, and the Union has the right to submit the issue to expedited arbitration.

Section Ten. Impact of Contracting Out. Impact of Contracting Out. (a) The State will not initiate the contracting out of work normally performed by employees within the bargaining unit unless two or more of the following conditions are demonstrated:

(1) the bargaining unit employees who would normally perform the work are unavailable to do the work even with a reasonable amount of overtime;

(2) the bargaining unit employees do not possess the required qualifications and skills to do the work in a qualified manner or would be unable to complete the work within the requisite time with a reasonable amount of overtime;

(3) the work can be contracted out at a lesser cost; however, any such proposal or contract shall be jointly evaluated. The State shall cooperate fully with the Union in accomplishing such cost comparison, and in providing the Union with all cost data and documents.

(4) budgetary constraints preclude the use of bargaining unit employees to do the work.

(b) The State may continue to contract out work, other than task labor, which has been contracted out historically without regard to the restrictions stated in this Section.

(c) If the State is found by an arbitrator not to be in compliance with Section 10 (a), the arbitrator's remedial authority shall include the power to assess reasonable compensatory damages and to issue a cease and desist order applicable to any

similar future contracting. Grievances filed under this section may be filed directly at Step 3 of the grievance procedure. If the grievance remains unresolved, it may be submitted by the Union to expedited arbitration.

(d) During the lifetime of this Agreement, no full time permanent employee will be laid off as direct consequence of the exercise by the State employer of its right to contract out.

(e) 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.

Article 14

Vacancies

Section One. For the purpose of this Article, a vacancy is defined as:

- (1) Being in the bargaining unit;
- (2) a position the employer intends to fill on a permanent basis;
- (3) a vacancy which does not require a competitive examination as a prerequisite for consideration.

Reclassification of position shall not be utilized to defeat the contractual procedures of this Article.

Section Two. Prior to filling any vacant, non-competitive bargaining unit position, including all entry level vacancies, the employer shall send notice of such vacancy to the Union, or to the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees at the facilities identified under Section Three. Such notice shall be posted for not less than ten (10) calendar days, and the position shall not be filled prior to the expiration of the posting period. In addition, such posting may be supplemented by Internet posting, e-mail and voice mail.

Section Three. (a) Vacancies shall be posted at agency facilities according to the following:

- (1) At the various institutions, colleges, schools, University of Connecticut and the Health Center, posting may be restricted to the grounds of the facility where the vacancy is to be filled.
- (2) At the Department of Transportation and other agencies with statewide facilities, posting may be restricted to those agency facilities which are within a twenty-five (25) mile radius of the facility where the vacancy is to be filled.

(b) All vacancies are open agency-wide, but notice shall be required to be posted only in accordance with this Article.

Section Four. (a) Provided that no employee has recall rights, each vacancy shall first be filled by transfer from within the agency. If the vacancy cannot be filled by transfer within the agency, then it shall be filled by promotion from within the agency.

(b) Any employee (including a durational employee) who is seeking to fill a vacancy by voluntary demotion, transfer, or promotion within the agency shall be given preference over new hires unless that NP-2 bargaining unit employee is not qualified to perform the essential job duties of the vacancy.

(c) In addition to the definition supplied in Article 15, Section One, for the purpose of this Section, transfer shall also be deemed to include employee requests to change shifts and/or to change assignments involving a change in supervision within a facility. If the initial posted vacancy is filled by an employee changing shifts and/or changing assignments involving a change in supervision within a facility, the resultant and subsequent vacancies thereafter shall not be subject to any posting requirement.

(d) An employee upon written request shall promptly be given the specific reason(s) he/she was rejected for a vacancy.

Section Five. (a) After consideration of affirmative action goals, vacancies shall be filled on the basis of greater seniority, as defined in Article 12, unless in the reasonable judgment of the employer, there is a significant difference in the work records of those seeking the position, or if the more senior employee is not qualified to perform the job. For the purpose of this Section, "work record" shall be limited to an employee's performance as reflected by the official personnel file during the 18-month period immediately prior to the posting of the vacancy. The employer shall not be required to select an employee who:

- (1) does not meet the minimum requirements for the job; or
- (2) has received a less than good service rating in the most recent evaluation; or
- (3) did not have permanent status in the next lower grade, however, this shall not disqualify an employee who is competing with a new hire for a position; or

(4) does not have the skills required for the job.

(b) If the employer selects a less senior employee to fill the vacancy in order to achieve an affirmative action goal, the more senior employee(s) who applied for the position shall be so notified, and in any grievance, the employer shall have the burden to show that the promotion achieves the goal.

(c) 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 applying the relevant evaluation standards. It shall be considered arbitrary and capricious for the employer to consider any factors other than seniority, qualifications, work record, the job-related factors described above, and affirmative action goals in making promotions or filling vacancies other than through involuntary transfers. Junior employees cannot grieve the selection of a more senior employee.

(d) The use of practicums shall be for the limited purpose of determining whether or not applicant(s) are qualified to perform the job. Practicums shall be conducted pursuant to the Department of Transportation Administrative Guidelines for Conducting Practicums.

Section Six. An employee who is promoted shall be placed in a salary step in the higher grade in accordance with the existing practice.

Section Seven. Each appointing authority shall establish and maintain procedures to assure that Merit Examination announcements are distributed or posted so that employees in the bargaining unit have a reasonable opportunity to learn of pending examinations.

Article 15

Transfers

Section One. A transfer is defined as a change in an employee's job location or job assignment. A change in the location at which a job assignment is performed at the same State facility shall not be deemed a transfer so long as the employee continues to perform the same type of assignment at the new location at the facility. A facility shall mean an individual building or connected buildings.

If a transfer is for disciplinary reasons, the employer shall so state in writing; disciplinary transfers are governed by Article 17.

Section Two. An employee may request a transfer to a position in any classification in which he/she has attained permanent status. The employee's request shall be in writing to his/her immediate supervisor who shall forward it to the appropriate agency authority. Normally a request for transfer will not be accepted when an employee has received an employee-initiated transfer within the previous twelve (12) month period.

Section Three. Selection of transfer applicants shall be governed by the provisions of Article 14, Vacancies.

Section Four. Involuntary transfers shall not be made without first exhausting the voluntary transfer list. Exceptions may be made to meet exceptional operational needs of an agency, such as in order to meet special skills requirements, adjustments of staffing requirements or in lieu of layoff. When it becomes necessary to involuntarily transfer an employee, the employer shall select on the basis of inverse seniority, unless, in his/her judgment, there is a significant difference in the qualifications or work records of those employees who could be affected.

An Appointing authority wishing to transfer an employee who has not volunteered for such transfer shall notify the employee in writing, and except in a genuine emergency situation, shall provide at least three (3) weeks advance notice unless the transfer is within the same State facility. In the event of a garage or facility closing involving relocation of bargaining unit employees, the employer shall notify the Union prior to initiating any transfers.

Section Five. This Article does not pertain to shifts, change of shift or so-called "transfer of shift", or the like, except as provided in Article 14, Vacancies. Other such changes are governed by Article 18, Hours of Work.

Section Six. A temporary assignment is defined as a change in the employee's job location or job assignment of less than twenty-one (21) calendar days on the same campus at the Connecticut State Universities and/or the University of Connecticut campuses. An assignment may be made to meet operational needs. A temporary assignment shall not be deemed a transfer. No temporary assignment shall be made for the primary purpose of avoiding the payment of overtime. No employees shall be involuntarily assigned more than three (3) times in a calendar year, except that temporary assignments of a single day shall not be counted against the yearly total.

Section Seven. DOT Lateral Transfer Lists

Purpose: This Lateral Transfer List posting will be used in lieu of the job posting requirements in Article 14. As vacancies in the Transportation Maintainer 2 and Storekeeper classifications are approved for refill, the DOT shall first offer transfer to the senior qualified lateral employee whose name appears on the Lateral Transfer List for a specific garage/work location per the terms as set forth below.

Exceptions: *The Lateral Transfer List will not be utilized for Transportation Maintainer vacancies in DOT Stores Central Warehouse Location #188 and DOT Electrical work locations. However, employees in DOT Stores Central Warehouse Location #188 and DOT Electrical work locations may apply to transfer out of those work locations under the terms of this MOU.*

Establishment and Maintaining the Lateral Transfer List:

1. Quarterly Postings: DOT shall post opportunity to apply for the Lateral Transfer List by the 5th of the last month of each quarter for the next following quarter. (i.e. December 5, March 5, June 5, & September 5). The Lateral Transfer List shall be updated each quarter as employees apply for the Lateral Transfer List.

2. Signing up: An employee seeking a lateral transfer must submit his/her name on the Lateral Transfer List (which may be obtained at each maintenance facility or through **the employee's** HR Liaison) on or before the 15th of the last month of each quarter (i.e. December 15, March 15, June 15, & September 15). Employees must re-apply on or before December 15th to be placed on the Lateral Transfer List for the next calendar year.

3. Status on List: Once an individual's name is placed on the list, their name will remain on it for the calendar year unless (1) **the employee notifies** Newington Human Resources in writing that **he/she wishes** to be removed from the list; (2) **the employee receives** a transfer; (3) the **employee rejects** an offer per # 6 below.

4. Location of List: The Lateral Transfer List will be compiled in seniority order as of January 1st by location and maintained by the Newington (Headquarters) Human Resources Unit.

5. Request to Remove Name from List: Employees may remove their names from the Lateral Transfer List and/or modify their selection(s) at any time prior to being notified of an approved vacancy at a requested facility. Said employee(s) may reapply for the previously requested selection(s) the next following quarter.

6. Rejection of Offer to Transfer: Employees who reject an offer to transfer will have their name removed from the Lateral Transfer List for the rejected facility/location(s) only for the remainder of the year, but may reapply for that facility/location(s) on or before December 15th for the next year.

7. Eligibility:

a. An employee must have worked for the State at least six months, passed their initial working test period, and attained permanent status to be eligible to have his/her name placed on the Lateral Transfer List.

b. Article 14, Section 5 of the NP-2 shall remain applicable.

c. Voluntary Demotions: Employees seeking to voluntarily demote to Transportation Maintainer 2 or Storekeeper who have previously held permanent status in the classification are eligible to apply for a lateral transfer utilizing the Lateral Transfer List in accordance with Article 14 and Article 15 of the NP-2 contract.

d. Seniority for purposes of the Lateral Transfer List shall be determined as of January 1st for that calendar year. However, seniority shall be adjusted accordingly for confirmed qualifying military time throughout the remainder of the calendar year, as applicable.

e. An employee on Workers Compensation leave will be eligible to participate in the Lateral Transfer List program.

f. Requests for Transfer within 12 months: Article 15, Section 2 shall remain applicable.

8. Accepting/Declining an offer from the Lateral Transfer List:

a. Employees shall designate on their Transfer Request Form their preferred contact number(s) for Human Resources to contact them when their name appears for a transfer they have requested.

b. Human Resource Liaisons shall contact the employee at his/her preferred contact number(s) to offer them a transfer.

c. The Employee shall have 48 hours (which cannot include weekends) after a confirmed receipt of transfer offer from their Human Resources Liaison to confirm his/her intention to either accept or reject such offer. The Employee shall then complete and return the Transfer Request Form to Human Resources as directed by the liaison he/she has been contacted by.

d. Failure of an employee to respond within the timelines mentioned above shall be considered a rejection of the offer of transfer and his/her name will be removed from the Lateral Transfer List for the rejected facility/location only, for the remainder of the year, but may reapply for that facility/location on or before December 15th for the next year. The HR Liaison will notify the most senior employee in writing of the reason if a less senior employee is selected for a position for which they have applied.

Article 16

Grievance Procedure

Section One. Definition. Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of this Agreement or of any provision incorporated by reference.

Section Two. Format. Grievances shall be filed on mutually agreed upon forms which specify: a) the facts; b) the issue; c) the date of the violation alleged; d) the contract section alleged to have been violated; e) the remedy or relief sought.

In the event a grievance filed is unclear or incomplete and not in compliance with this Section, the State Employer shall make its best effort to handle the grievance as the employer understands it.

A grievance may be amended up to and including Step II of the procedure as long as the factual basis of the complaint is not materially altered. In the event that no Step II conference is held, the grievance may be so amended at Step III.

Section Three. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. When 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 discussions 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. 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 (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.

Section Six. The Grievance Procedure

Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and or the grievant and issue a written response within five (5) days after such conference, but not later than ten (10) days after the submission of the grievance.

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the Agency Head or his/her Designee within seven (7) days of the previous response. Within fourteen (14) days after receipt of the grievance, a conference will be held with the employee and a written response issued within five (5) days thereafter.

Step III. Office of Labor Relations. An unresolved grievance may be appealed to the Director of Labor Relations or his/her Designee within seven (7) days of the date of the Step II response. Said Director or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step IV. Arbitration. Within thirty (30) days after the State's answer is due at Step III, or if no conference is held within forty-five (45) days, within thirty (30) days after the expiration of the forty-five (45) day period, an unresolved grievance may be submitted to arbitration by the Union, but not by an individual employee(s), except that individual employees may

submit to arbitration in cases of dismissal, demotion or suspension of five (5) working days or greater as follows:

A. Terminations, Demotions, Major Suspensions

Grievances concerning (i) terminations, (ii) demotions and (iii) unpaid suspensions of ten (10) or more days shall be submitted to a single arbitrator in accordance with the procedures set forth below:

- 1) Submission. Submission shall be by certified letter, postage pre-paid, to the Office of Labor Relations.
- 2) Selection of Panel. The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
- 3) Costs. The parties shall share equally in the expenses of the arbitrator.
- 4) Assignment of Cases. Cases shall be assigned on a random basis to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. The parties shall determine the process for random selection. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator if pending in OLR's docket for hearing before a single arbitrator. Grievances pending before the Connecticut State Board of Mediation (SBMA) may be heard by the same arbitrator by agreement of the parties.
- 5) Removal of Arbitrator. Either party, upon written notice to the other between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.
- 6) Arbitrability A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
- 7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.
- 8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.
- 9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

B. Reprimands, Suspensions of Less than 10 Days and Contract Interpretation Issues: Grievances concerning (i) reprimands, (ii) suspensions of less than ten (10) days, and (iii) contract interpretation issues shall be submitted to the SBMA for a trial period of three (3) years beginning on September 1, 2017. Said grievances shall be governed by the procedures governing cases pending and adjudicated by the SBMA. The State and Union mutually agree that upon request from either party, representatives from CEUI and OLR will meet to discuss any problems, disputes and/or concerns with the process of grievances submitted to the SBMA. The continued submission of grievances to the SBMA beyond the three (3) year trial period shall be by mutual agreement of the parties. In the event the parties determine that submission of the above referenced cases to the SBMA is not meeting their needs, the parties can mutually agree to cease utilization of the SBMA for their above referenced grievances.

C. -Related to All Cases.

- 10) Arbitrator's Authority. With respect to all grievances submitted to arbitration either before the SBMA or a single arbitrator, 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 sixty (60) calendar days prior to the date a grievance was submitted at Step 1. 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
- 11) Decision Final and Binding. In all such cases, the arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sections 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.
- 12) Witnesses. The State will continue its practice of paid leave time for necessary witnesses of either party.
- 13) Hearings. All arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.
- 14) Transcript. Either party may request the presence of a Court reporter and bear the costs thereof.

Section Seven. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise

specified. The parties by mutual agreement may extend time limits or waive any or all the steps hereinbefore cited. The State Employer may waive any or all steps herein except Step III and Step IV.

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 timely filed on the last day.

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

Section Nine. Disputes over an employee's job classification shall be processed through Step III of the grievance procedure. Unresolved classification grievances may be submitted through the Commissioner of Administrative Services to a Department of Administrative Services manager or his/her designee, designated by the Commissioner to hear reclassification grievances. The Union shall be entitled to have a representative attend all reclassification conferences and to offer input during the deliberations. The decision of the reclassification conference officer shall be final.

Section Ten. Notwithstanding any contrary provisions of the Agreement, the following matters shall not be subject to the grievance or arbitration procedure: (a) appeal of rejection from admission to an examination; (b) the decision to layoff employees; (c) non-disciplinary termination of employees (e.g. Federal Grant Participant, etc.); (d) classification and pay grade for newly created jobs, however, this clause shall not diminish the Union's right to negotiate on pay grades; (e) written affirmation of oral warning(s); (f) any incident which occurred prior to this Agreement, with the understanding grievances filed which outdate this Agreement shall not be deemed to have been waived by reasons of execution of this Agreement; (g) 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.

Section Eleven. The Union shall be entitled to have present at any grievance meeting (except as provided in Section Three, above) one steward designated to appear on behalf of aggrieved employee(s). Additionally, the Union may bring a reasonable number of witnesses to grievance meetings, who shall be released from work with no loss of pay or benefits. The Union agrees to limit the number of witnesses to those reasonably necessary to present the facts of the case avoiding repetition and minimizing the impact on the Employer's productivity.

Article 17

Dismissal, Suspension, Demotion and Other Discipline

Section One. No permanent employee who has completed the working test period shall be demoted, transferred for disciplinary reasons, suspended, discharged or otherwise disciplined except for just cause.

Section Two. The employer shall notify the Union in writing of all discipline inclusive of any reprimand, demotion, disciplinary transfer, suspension (including the docking of pay for disciplinary reasons), or discharge concurrent with the written notice to the employee. Disciplinary action shall be timely. Such written notice shall cite the reasons for the discipline, effective date of discipline, and the notice of right of appeal. If the Union or the employee desires to grieve the disciplinary action, written notice thereof shall be submitted directly to Step III of the grievance procedure within fourteen (14) days of receipt of the notice of discipline, or else the grievance is waived notwithstanding any provisions of the Agreement to the contrary. A copy of such notice of appeal shall be sent concurrently to the employee's agency designee.

Section Three. The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve whether he/she participated in a violation of such article. If, in an arbitration proceeding, the employer establishes that the employee(s) breached the no Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.

Section Four. Employer Conduct for Discipline. If an employer has an immediate need to correct or counsel an employee it shall be done in a manner so as not to embarrass the employee in front of other employees or members of the public who happen to be in the vicinity of the employee's work station.

Section Five. In cases which involve a criminal investigation or the disposition of a criminal charge related to the employee's work or work performance, the employee may be placed on an unpaid leave of absence pending

administrative action of the appointing authority. An employee may draw upon all his/her earned leave (except sick leave). The employer shall investigate alternative assignments for the employee in lieu of unpaid leave. In all other cases involving investigation, an employee shall be placed on a paid leave of absence and shall be informed of the nature of the alleged charges. If an employee is discharged or suspended as a result of the investigation, the effective date of such discharge or suspension shall be the effective date of the leave of absence. If the employee is not dismissed as a result of the investigation, he/she shall be reinstated with full pay retroactive to the starting date of the leave. Such reinstatement, however, shall not preclude other disciplinary action.

Section Six. Investigatory Review. An employee who is being interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified of his/her right to have a Union steward or other Union representative present, provided this provision shall not unreasonably delay completion of the investigatory interview. This provision shall be applicable to investigation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this section shall not be interpreted to prevent a supervisor from questioning an employee at the scene of the incident. No employee shall be requested to offer or to sign a statement to be used in a disciplinary proceeding against himself/herself without being advised of his/her right to Union representation. If the employee waives the right to representation in this instance, such waiver shall be in writing and signed by the employee.

Section Seven. To the extent practicable, the investigation 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 an 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. If the employee's steward is on duty at the time of the meeting, he/she shall be released for the meeting with pay.

Section Eight. The grounds presently spelled out in Section 5-240 for dismissal, demotion, suspension and reprimand including the consequences of unsatisfactory service rating(s) are hereby incorporated by reference.

Section Nine. When an employee is demoted, suspended or discharged, each party shall provide to the other, upon request, copies of all written documents to be submitted in evidence at a grievance hearing. Such documents shall be provided one week prior to the scheduled grievance conference.

Section Ten. An employee may be temporarily transferred within a twenty-five (25) mile radius for a period not to exceed ten (10) working days in order to investigate and/or resolve potential employee conflicts or situations of alleged sexual harassment. The Union will be notified of this transfer prior to its taking effect. No employee shall be involuntarily temporarily transferred more than one (1) time in a calendar year.

Article 18

Hours of Work, Work Schedules and Overtime

Section One. Work Schedules. (a) **Standard Workweek.** The standard workweek for full-time employees shall be thirty-seven and one half (37½) hours in five (5) consecutive days with regularly established starting and ending times.

(b) **Nonstandard Workweek.** A nonstandard workweek for full-time employees shall average no more than five (5) workdays and thirty-seven and one half (37½) hours per week (Friday through Thursday) over a period of eight (8) weeks or less.

(c) **Unscheduled Workweek.** An unscheduled workweek for full-time employees shall be thirty-seven and one half (37½) hours in five (5) days, with starting and ending times determined by the requirements of the position.

(d) Effective July 4, 1986, all employees who are assigned to a forty (40) hour workweek shall have all benefits calculated on that basis.

Section Two. Employees shall receive two (2) weeks written notice of any change in previously scheduled hours or workweeks, except in emergencies and then in no event less than twenty-four (24) hours.

Section Three. (a) During the life of this Agreement, prior to the establishment or disestablishment of nonstandard or unscheduled workweeks as defined in Section One (b) and (c), the State shall notify the Union and shall negotiate to the full extent required by law. The Union agrees to make every reasonable effort to conclude negotiations within thirty (30) days. If that is not possible, the State may implement the proposed schedule change or a modification thereof which may have resulted from the discussions with the Union.

(b) The employer shall notify the Union when it significantly changes agency operating hours and/or establishes significantly different work schedules. Upon request of the Union, the employer shall negotiate with the Union over the

impact of such changes on the employees.

(c) When it becomes necessary to involuntarily change an individual employee's work schedule, the employer shall select on the basis of inverse seniority, unless in his/her judgment, there is a significant difference in the qualifications or work records of those employees who could be affected.

(d) Changes in workweeks and hours shall be made on the basis of reasonableness. No change in work schedules shall be made for the primary purpose of avoiding the payment of overtime. The State shall receive and discuss suggestions to modify workweeks once established.

Section Four. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency. Employees who are required to remain in attendance during meal periods shall have such time counted as time worked.

Section Five. 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.

Conn DOT employees shall take coffee break (fifteen minutes) at the end of the shift in addition to clean up (ten minutes) time.

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

There shall be no arbitrary or unreasonable denial of an employee's request for a non permanent change in schedule to meet problems or needs as provided in this Section, and grievances alleging such arbitrary or unreasonable denial shall be expedited and filed directly to Step 1. Individual employee needs and requests will continue to be addressed under this Article 18, Section Six, not Article 18, Section 20.

No modifications in schedule changes approved or allowed under this Section will be changed or withdrawn without the requisite notice provided in Article 18, Section Two.

Section Seven. When it becomes necessary to reassign an employee involuntarily from one previously established shift to another, the employer shall select the employee with the least seniority in the job classification requiring the reassignment. An exception to the use of seniority may be made to meet urgent operational requirements (not related to financial reasons). When such involuntary reassignment is made outside of seniority order, it shall be for a period of no more than sixty (60) consecutive calendar days. An employee who is selected for such reassignment outside of seniority order shall be entitled upon request to a written explanation of the reasons for his/her selection from the employer. Any employee to be reassigned involuntarily shall receive at least two (2) weeks written notice, except in an emergency, and then in no event less than twenty-four (24) hours.

Section Eight. Equalization of Overtime. The employer shall survey Maintenance Unit employees to determine willingness to work overtime. Subject to the provisions of the overtime section, voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. Overtime shall be reasonably equalized according to equalization work unit or shift over each six (6) month period.

When an employee refuses voluntary overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes. When the employer attempts to contact an employee to offer overtime and is unable to do so, such attempt will be considered to be a "no-contact". Three "no-contacts" will be considered to be a refusal of eight (8) hours of overtime for equalization purposes. Only one "no-contact" may be charged to an employee in a day.

When there are insufficient volunteers available for overtime work, the employer will endeavor to distribute such overtime work among qualified employees who normally do such work.

An employee shall not be penalized for not volunteering for overtime work. However, an employee who refuses an order to work overtime may be subject to disciplinary action.

There shall be no basis for any employee claim for compensation in any form for hours not worked.

Overtime records shall be maintained at each agency or facility which utilizes employees on overtime. Such records shall be maintained or posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. Such records shall also be available for inspection by the Union. If an agency chooses not to post overtime records, the employees shall have the absolute right of access to the necessary information during their normal working hours even if such working hours do not coincide with the regular business hours of the agency.

Section Nine. Employees shall be entitled to exchange shifts in accordance with present practice.

Section Ten. It is understood that employees should have a reasonable expectation of working a regular schedule and shift. Consequently, the employer shall not reschedule or change an employee's shift or days off for the purpose of

avoiding overtime.

Section Eleven. All work schedules shall be filed with and approved by the Director of Labor Relations and filed with the Union prior to becoming effective. This Section does not preclude the responsibilities of the parties under previous Sections of this Article.

Section Twelve. Whenever the State or any Agency releases employees from work by an act from the Governor, for either a partial day (i.e. late opening or early dismissal) or full day due to inclement weather and/or for any other circumstances, employees who are required to remain at work or report to work because of their job duties shall be provided compensatory time off for all regular hours (during normal shift) worked under such conditions. An employee shall have twelve (12) months from the time of crediting in which to utilize such compensatory time. If the employee does not utilize such compensatory time within the designated time period, the compensatory time accruals shall expire. In no event shall such compensatory time be the basis for compensation upon expiration of such time or upon retirement or termination/separation from employment.

Section Thirteen. It is understood that some members of the bargaining unit must work during weather extremes. Under such extremes, the employer shall take reasonable steps to protect the health and well-being of employees, e.g., by curtailing work, providing additional or extended rest periods.

Section Fourteen. The employer will continue its practice of allowing employees who are engaged in unusually dirty work ten (10) minutes at the end of the work day as personal clean-up time. The employer retains the right to determine the conditions under which this provision shall apply and to revoke the opportunity to clean-up in emergencies and where the working situation would be disrupted thereby. Employees shall not use clean-up time as a means for early dismissal from duty.

Section Fifteen. If an employee has been functioning under emergency conditions, he/she shall not be released from work within three (3) hours of his/her normal starting time and shall be assigned productive work.

Section Sixteen. Overtime. (a) After the calculation of overtime in accordance with this Agreement (see generally this Article) an employee's additional FLSA payment, if any, shall be calculated 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 "actual hours worked" as defined in the Act, shall be counted. Furthermore, the FLSA calculation shall be offset by the amount of overtime calculated in accordance with this Agreement and existing practice, for that FLSA work period.

(b) The State will continue to pay overtime to eligible employees at the straight time rate for hours over thirty-five (35) but under forty (40), and at time and one-half for hours worked over forty (40), except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes, and except for averaging schedules approved by the Commissioner of Administrative Services.

Effective July 14, 1989, the State shall pay overtime to eligible employees at the rate of time and one-half for any hours over eight (8) per day, for any hours worked on an employee's normally scheduled days off, or over forty (40) hours per week.

(c) An employee who is required to report for work on an overtime basis shall be assigned to at least four (4) hours of work before being released. An employee who is recalled within two (2) hours after being released from work shall be considered to have never been released and shall be paid accordingly. If the employee is recalled within two (2) hours of a prior release, the four (4) hour guarantee shall begin with the time of release, rather than the time of recall.

(d) **Exempt Employees.** i. During the life of this Agreement, Section 5-245(b) (1) shall be deemed to exempt from overtime all employees being paid above Salary Group 25, and those unclassified positions which on June 30, 1977, were deemed exempt positions. 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 exempt employees who are required by the State to perform extended service outside of the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment.

ii. Inasmuch as it is not feasible for General Supervisors and others 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 applicable overtime pay for overtime hours worked during this period which are related to snow and ice or other weather emergencies.

iii. As a result of the implementation of the Objective Job Evaluation (OJE) negotiations should any current employee, due

to an upgrading, become ineligible for overtime because of the applicable rate stated above such employee shall continue to be eligible for overtime as long as he/she remains in the upgraded position. Employees hired or appointed to such a position subsequent to the OJE implementation shall continue to be exempt if paid above Salary Group 25.

(e) Overtime pay shall not be pyramided.

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

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

Section Seventeen. As used in this Contract, the term "emergency" means "a situation or occurrence of serious nature developing suddenly and unexpectedly and demanding immediate action."

Section Eighteen. The Department of Transportation may establish short-term temporary pre-arranged evening/early morning work schedules for selected maintenance activities which it deems necessary. Such schedules shall not be established for routine emergency overtime and snow and ice work.

(a) Such schedules consisting of shifts of at least seven and one-half (7½) hours shall be a minimum of one week to a maximum of six months in duration, and will start and end sometime between 7:00 p.m. and 8:00 a.m. the next day, and may include weekends. A minimum of two weeks' notice will be provided to establish such a shift.

Assignments to such schedules shall first be sought on a voluntary basis and may be from one or more garages within a District. If there are not enough qualified volunteers for the work to be performed, involuntary assignments will be made from one or more garages within a District (or from the nearest location of the qualified employee(s) by inverse seniority on a rotational basis, by class specification, and by specialty (i.e. welding, electrical, special equipment operator, et cetera).

In the event that involuntary assignments are located outside of the qualified employee(s) District, the Department will provide the affected employee(s) round trip transportation from his/her regular reporting location to the location where work is to be performed.

If a 4-day, ten (10) hour per day, work week is implemented by the Department, time and one-half will not be paid until after 40 hours in the work week or after ten hours in the work day. Leave time will be taken on an hour for hour basis, with holidays based on the standard work day.

(b) Safety. The DOT acknowledges that the safety of its employees and customers is one of its primary concerns. Accordingly, the Department shall take every reasonable safety precaution for night shift operations in order to ensure safe and healthy working conditions for all employees. On night work sites with high traffic volume, other special site conditions or unusual weather conditions, DOT shall utilize additional signs, electronic warning signals, illumination, additional crash units and any other available means to protect employees. If all of the above precautions are not adequate to ensure worker safety, such work shall be scheduled during daylight hours with all appropriate safety precautions. DOT shall promptly act upon input from the Union regarding safety concerns for night work operations.

A base station shall be on the air when employees are working on the early shift or on night work for safety reasons. However, cellular phone(s) shall be provided if no base radio is operating.

(c) Temporary Night Shift Differential. A shift premium of \$4.00 per hour will be paid in lieu of any other shift or weekend differential to employees who are assigned to such temporary shifts for all such hours worked or on paid leave. This premium shall also be paid for any eligible overtime hours worked on such established shifts, but the premium itself shall not be paid at the one and one-half rate.

Section Nineteen. Notwithstanding any provision of this Agreement, the Union and any individual State agency may agree to modify work schedules when the parties determine that such modification is in the best interests of increasing efficiency or productivity, or reducing costs.

Upon written request of the Union, the parties shall meet within thirty (30) days to discuss and explore alternative work schedules within its institutions/departments/facilities/work units, including day and evening shifts, shift beginning and ending times, accommodations of daycare and other employees' needs, use of flex-time, use of compressed workweeks, 4-day workweeks and similar workweek schedules as well as other related issues. The written request will detail the specific topics to be discussed and the reasons for requesting such changes.

The provisions may be especially applicable, but not limited, to experimental or pilot programs dealing with operational, staffing, scheduling, or other work related problems.

Any modification or change agreed upon between the parties under this Section shall not become effective until reduced

to writing and approved by the Union and the Office of Labor Relations acting on behalf of the State. No further legislative action shall be required for any supplemental agreement or change hereunder to become effective and binding on the parties beyond this initial approval.

Article 19

Safety

Section One. The Union and Employer recognize that too great an emphasis cannot be placed upon the need for safe and healthy working conditions. The parties shall mutually strive to improve such conditions. The State shall maintain safe and healthy working conditions.

Section Two. There shall be a Bargaining Unit Job Safety Committee comprised of two (2) representatives of the Union and two (2) representatives of the State. The Committee shall meet monthly to review and respond, in writing, to written complaints filed as above and to review and recommend other safety and health measures in the various agencies covered by this Agreement and as the same may affect members of the bargaining unit. Committee decisions and recommendations shall be made by a majority vote of the entire Committee. Recommendations of the Committee shall be forwarded to the responsible authorities in charge of the affected facility or agency and shall be promptly addressed. In the event of a stalemate, the recommendation of each side shall be forwarded to the responsible authority. The Committee shall be entitled to a written response to its unanimous or majority recommendations within thirty (30) days. Such response shall include an analysis of the Committee recommendations. If the responsible authority does not agree with the Committee, the authority shall propose an alternative or provide an explanation of the reasons for disagreement with the recommendations as part of the response. The Bargaining Unit Job Safety Committee shall then review the response and make a final recommendation to the responsible authority within thirty (30) days. If the responsible authority does not agree to timely implement the final recommendation of the Bargaining Unit Job Safety Committee, it shall so respond in writing within ten (10) days, and thereafter the Union may submit the matter directly to Step III of the grievance procedure.

Section Three. Committee members, when acting as a body, shall be paid for time spent on Committee activities, including inspections and investigations, at their normal base rate of pay, or shall receive compensatory time off (in lieu of overtime) if such activities fall outside their normal work schedule.

Time off shall be granted to Union designees to conduct inspections or investigations of matters being considered by the Committee; and, additionally, to attend scheduled meetings with State officials and/or agency designees to discuss health and safety issues. All time off under this section is subject to giving the Office of Labor Relations at least two (2) weeks notice.

A bank of 1,200 hours per year is provided for time spent by the Union designees in pursuing the activities outlined in this section as well as time spent by them in responding to imminent danger situations.

No member of the Committee shall hold himself/herself out as being on official Committee business unless the Committee as a whole has so determined.

Section Four. The Union shall cooperate with the Employer in carrying out all of the Employer's safety measures and practices for accident prevention. Employees shall perform their duties in each operation in such a manner as to promote safe and efficient operation of each duty and of each job as a whole. The Union agrees that employees shall use the health and safety equipment provided by the Employer. An employee who knowingly fails to perform work in conformance with the Employer's safety rules or approved safety standards shall be subject to disciplinary action. It is incumbent upon each employee to report known safety hazards. An employee in reporting safety hazards shall notify his/her immediate supervisor in writing and said supervisor shall acknowledge receipt of the report in writing, and the employee shall receive a timely report of its disposition. If the employee does not feel that the problem has been corrected in a reasonable period of time he/she may submit a written complaint, with copies of the supervisor's report of disposition to the Bargaining Unit Job Safety Committee. The employer agrees to follow its own safety and/or health policies and procedures.

Section Five. No employee shall work on, with, or about an unsafe piece of equipment or under an unsafe or unhealthy condition. Such equipment shall be tagged until appropriate repairs are made. No employee shall perform a task for which he/she has not received appropriate training or without qualified supervision when the absence of such training or supervision make the task unsafe. No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or of serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor. If such notification does not resolve the problem, one of the employees may notify one of the Union members of the Bargaining Unit Job Safety Committee. Such member shall immediately contact the safety designee of the agency involved and a management member of the committee. If the Union member, through

no fault of his/her own, can't contact the agency designee or is not satisfied that the agency will immediately address the problem, then such member may, in conjunction with the management member, or alone, proceed to the job site in question to investigate the matter.

The same procedure shall be followed in the event of the death or serious personal injury involving a bargaining unit member.

Before leaving his/her work site, such committee member must comply with the procedures outlined in Article 7, Sections 3 and 4, as if on steward release. Time used for such investigations shall be reported to the Office of Labor Relations as soon thereafter as possible and be deducted from the bank created in Section Three.

Section Six. (a) The Employer shall continue to provide all safety equipment (other than items of personal apparel) which is required in order to perform assigned work. (b) On or about July 15 of each contract year, each employee who is required to wear safety shoes shall receive the specified payment for the purchase of such shoes.

Section Seven. Hazardous or Unpleasant Duty. (a) Hazardous duty is work performed which has a risk of serious illness or injury, or death, which risk is different from that normally inherent in the duties of the classification of the employee involved. Unpleasant duty is work which may not be hazardous but which causes extreme physical discomfort or stress, such as physical exertion in cramped quarters, exposure to fumes, dust, noise, waste or human or animal remains, which discomfort or stress is different from that normally inherent in the employee's job.

(b) Premium pay for hazardous or unpleasant duty as specified by current regulations or Q-Items shall continue. Premium pay for newly designated hazardous or unpleasant duty may be established at either one and one-half (1½) or one and one-quarter (1¼) times the applicable hourly rate, depending on the degree of such hazard or unpleasantness, in relation to current regulation or Q-Item. Premium pay shall be paid for all hours of such work or exposure.

(c) Each agency shall establish a committee to receive and review requests for premium pay hereunder (except for that already established by Q-Item or regulation). The Committee shall include one (1) management member familiar with safety policy and one (1) member selected by the Union. The Committee shall meet and act upon any request for premium pay for hazardous or unpleasant duty within ten (10) days of the receipt of such request. A unanimous Committee decision to disapprove a request for premium pay shall be final.

In the event that the Committee recommends premium pay or fails to reach agreement, the recommendation (or statements of the Committee members) shall be presented to the agency head or designee for appropriate action.

The agency head or designee shall act upon a request for premium pay within thirty (30) days of the receipt of the request from the Committee. The agency head or designee shall forward his/her response to said request to the Bargaining Unit Job Safety Committee.

Requests for premium pay under this subsection are limited to claimed hazardous or unpleasant duties assigned to employees on or after July 1, 1989. If duties initially assigned prior to July 1, 1989, are brought to the Committee's attention and are found to be hazardous or unpleasant duty, the Committee shall order either that the duty be removed or the situation be remedied to address the hazardous or unpleasant nature of the assignment.

(d) The Bargaining Unit Job Safety Committee shall receive and act upon recommendations concerning premium pay forwarded by an agency head or designee. The Committee shall act upon said request within thirty (30) days of receipt. A Committee decision to disapprove the request shall be final.

In the event that the Committee recommends premium pay or fails to reach agreement, the recommendation (or statements of the Committee members) shall be presented to the Commissioner of Administrative Services for appropriate action. If the Commissioner grants the premium pay, it shall be calculated effective from the date the request was originally submitted. If the Commissioner denies the premium pay, he/she shall provide written explanation, with copies to the committee. The Commissioner of Administrative Services shall act on such request and forward his/her response to the Bargaining Unit Job Safety Committee within thirty (30) days of receipt.

(e) The Union, but not an employee, may submit disputes over premium pay to arbitration. In any such arbitration, the arbitrator's decision shall be binding on the parties.

(f) Time limits specified above may be extended by mutual agreement.

Section Eight. The State shall:

(a) provide the Union with any industrial hygiene tests, safety reports, ventilation and noise control engineering studies or safety related engineering studies prepared by it or on its behalf and relating to any agency or department in which bargaining unit members work.

(b) maintain a list, at each facility, of harmful or toxic substances stored or used at each facility. The State shall provide a copy of said list to the Union upon request.

(c) inform and educate employees regarding safe practices for chemicals at each facility; and, shall not expose any employee to any harmful or toxic substance without providing him/her, upon request, a Material Safety Data Sheet (MSDS).

(d) promptly notify the Union of all accidents involving serious personal injury or death; and, also, provide copies of any of

the following records upon the request of the Union: Supplementary Record of Occupational Injuries and Illnesses, OSHA Number 101 or equivalent; Log and Summary of Occupational Injuries and Illnesses, OSHA Number 200; Annual Occupational Injuries and Illnesses Survey, OSHA Number 200-S.

(e) provide medical examinations for employees exposed to health hazards as determined to be necessary by State medical personnel.

(f) cooperate with members of the Bargaining Unit Job Safety Committee in cases where the Committee or the Union requests permission to conduct any industrial hygiene tests, safety studies, ventilation and noise control engineering studies or safety-related engineering studies relating to any agency or department in which bargaining unit members work, provided there is no disruption of the work of the Employer, and provided there is no cost to the Employer beyond funds allocated in subsection (g) of this section.

(g) allocate twenty thousand (\$20,000) dollars per contract year to be applied towards funding those safety and health-related activities cited in subsection (f) above. Approval for use of funds allocated in this subsection for specific activities shall be by majority vote of members of the Bargaining Unit Job Safety Committee.

Section Nine. An employee required to perform work in any security designated area shall be supplied appropriate identification. When an employee is required to work in a controlled area or ward within an institution, he/she may require that the work area be isolated if necessary to insure the employee's safety.

Section Ten. Disputes over unsafe or unhealthy working conditions regarding physical facilities shall be processed through Connecticut OSHA. If jurisdiction over the condition is specifically declined by Connecticut OSHA, then the issue may be processed through the grievance and arbitration procedure. Safety disputes relating to matters other than physical facilities may be processed through the grievance and arbitration procedure. The arbitrator shall not have the authority to mandate the hiring of additional staff. The arbitrator shall be obligated to consider the impact of any award with respect to an Agency budget and shall issue no award of major impact unless the issue poses significant risk of life or serious injury. Any such arbitration shall be governed by Article 16, Section Nine.

Section Eleven. It is understood that some members of the bargaining unit must work during weather extremes. Under such extremes, the employer shall take reasonable steps to protect the health and well-being of employees, e.g., by curtailing work, providing additional or extended rest periods.

Section Twelve. (a) The Union may designate specific stewards, from among those designated under Article 7, Section Two, to act as 'Safety Stewards' within their specified jurisdiction. The Union will furnish the State with a list of the designated 'Safety Stewards' in the manner specified in Article 7, Section Two, of this Agreement.

(b) The agency or facility will deal exclusively with such designated 'Safety Stewards' if he/she is available with respect to safety and health matters.

(c) When CONN-OSHA or the Bargaining Unit Job Safety Committee makes an on-site visit, the designated safety steward, if on duty, shall normally accompany the site inspection team, subject to agency operating needs.

Article 20

Compensation

Section One. General Wage Increases.

(a) There shall be no general wage increase paid to any bargaining unit employee for the 2016-2017 and the 2017-2018 contract years.

(b) Effective July 1, 2019, the base annual salary for all bargaining unit employees shall be increased by three and one-half percent (3.5%).

(c) Effective July 1, 2020, the base annual salary for all bargaining unit employees shall be increased by three and one-half percent (3.5%).

(d) The entry level rates for salary groups 1 through 12 shall continue to be ten percent (10%) below Step 1 for each group in each contract year of this Agreement for employees in their initial Working Test Period. Upon completion of the Working Test Period the employee shall advance to Step 1 of the salary schedule and be paid accordingly.

(e) Effective July 1, 2001, employees performing the function of guide at Newgate Prison shall be placed in the Step of the Salary Group for the Guide job classification that corresponds with his/her pro-rated years of service.

(f) The entry level rates for Durational employees for salary groups one (1) through twelve (12) shall be ten percent (10%) below Step 1 for each group in each year of this Agreement for the first 979 hours of work (excluding overtime). After 979 hours of work Durational employees will be paid the full amount of Step one (1) and if employment continues will be eligible for annual increases to the same extent as a permanent employee.

Section Two (a). Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following the date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following the date of hire. Employees will continue to be eligible for and receive annual increments and top step lump sum payments [two and one-half (2.5%) percent of their base annual salary] in accordance with existing practice unless stated otherwise:

- There will be no annual increment or top step lump sum payments made for contract years 2016-2017 and 2017-2018.
- Effective July 1, 2018 bargaining unit employees not at top step of their pay plan shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.
- Employees at their top step shall receive a one-time two thousand dollar (\$2,000) payment effective July 1, 2018 or top step lump sum plus \$1,000 if greater. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment (of either \$1,000 or \$2,000 depending on the amount of their normal top step bonus) shall be paid in July 2018. The top step lump sum payment (for those employees who have normal top step bonuses in excess of \$2,000) shall be paid on the employee's normal increment date.
- Effective July 1, 2019 bargaining unit employees shall receive annual increments and top step lump sum payments.
- Effective July 1, 2020 bargaining unit employees shall receive annual increments and top step lump sum payments.

(b) In accordance with existing practice the lump sum payment may be denied for a "less than good" service rating.

Section Three. (a) The Safety Shoe allowance provided under Article 19 (Safety) shall be \$135.00 (one-hundred thirty-five dollars).

(b) The Safety Shoe Allowance will be extended to otherwise eligible employees who are hired after July 15, but before February 1, of any contract year. Payment shall be made on or about February 15. Employees hired on or after February 1, shall not be eligible for such payment for that contract year.

Article 21

Group Insurance

Section One. (a) Health Insurances. The State shall continue in force the health insurance coverages modified by the Health Care Cost Containment Committee on February 3, 1997, unless modified by the Health Care Cost Containment Committee, or by coalition bargaining conducted pursuant to Connecticut General Statutes Section 5-278.

(b) Life Insurance. The existing group life insurance program shall continue in force for the duration of this Agreement.

Section Two. Members of the bargaining unit shall continue to have the election to join qualified Health Maintenance Organizations (H.M.O.'s) in lieu of medical coverage under this Agreement. In the event that new or additional Health Maintenance Organizations become operational in Connecticut and are approved by the Comptroller, employees will have the option of enrolling in such programs. The State's contribution for premiums for such programs shall be governed by existing practice.

Article 22

Longevity

Section One. Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreements. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

- a) July 1, 2016 – June 30, 2017 longevity shall be paid on time.
- b) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
- c) July 1, 2019 – June 30, 2020 longevity shall be paid on time.
- d) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

Section Two.**LONGEVITY – SEMI-ANNUAL PAYMENT**

Salary	10	15	20	25
Group	Years	Years	Years	Years
1-11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00
18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00
24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00

Article 23**Shift and Other Salary Differentials**

Section One. Employees in Salary Group 19 and below whose jobs are regularly assigned to shifts beginning before 6:00 a.m. or after 2:00 p.m., or to "split shifts", or to extended shifts of more than ten (10) hours, shall be entitled to shift differential payment in the amount of ninety (\$.90) cents per hour. Eligibility for shift differential payments is tied to the shift, not the individual's work schedule. Therefore, when an employee works on any established shift which meets the criteria set forth above, the employee is entitled to the shift differential payment.

Payment is to be made whether the employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment shall be made for all hours worked during the eligible shift.

The following classifications will continue to be eligible for shift differential payments after OJE implementation:

- Assistant Supervisor
- Central Warehouse
- Boat Captain
- Building Superintendent 3
- Farm Manager
- Farm Supervisor
- Laundry Supervisor 3
- Maintenance Supervisor I (Elect) (HVAC) (Plumber)
- Maintenance Supervisor II (Adaptive Med.) (Auto) (Carpentry)
- (General) (Grounds) (Locksmith) (Machine Shop) (Masonry)
- (Mechanical Equipment) (Office) (Painting) (Tinsmith)
- Maintenance Supervisor II (Electrical) (HVAC) (Plumber)
- Lead Sawyer
- Supervisor of Transportation Operations
- Transportation Machine Shop Supervisor (Bridge) (Highway)
- Transportation Garage Supervisor

Classes under appeal or in existence on January 13, 1989 which have not received an evaluation shall remain eligible for shift differential payments if they are currently eligible, regardless of the results of the appeal or evaluation.

Section Two. Shift differential shall not be paid for work which is not a part of an established shift, e.g., overtime work which falls between 2:00 p.m. and 6:00 a.m., or which extends an employee's work day for more than ten (10) hours.

Section Three. Shift differential shall be included in pay for vacation, holiday, sick leave and personal leave days, provided that the employee would have been eligible had he/she not been absent.

Section Four. Weekend Differential. (a) For the purposes 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.

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

(c) 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.

(d) The weekend differential shall be sixty (\$.60) cents per hour.

Section Five. Employees, other than those employed by the Department of Transportation, who are required to supervise or train inmates and such is not a function within their job specification shall be paid a differential of seventy (\$.70) cents per hour for each hour actually worked in such assignment and not while an employee is on leave of any nature.

Section Six. (a) The extra compensation provided under Item No. 425-Q involving employees who work in freezer storage areas shall be seventy (\$.70) cents per hour.

(b) The extra compensation paid to Department of Transportation employees with fire and crash standby assignments at airports, shall be eighty (\$.80) cents per hour.

Section Seven. Inmate Work Program. (a) All DOT Maintainer 2's and 3's assigned to supervise inmates shall be paid on a "Q" as a DOT Maintainer 4; all DOT Maintainer 1's with such assignment shall be paid on a "Q" as a DOT Maintainer 3.

(b) After six months of continuous (over 50% Q-Time) service as an inmate supervisor, a DOT Maintainer 2 or 3 shall be submitted for reclassification on a durational basis to DOT Maintainer 4; a DOT Maintainer 1 with such assignment shall be submitted for reclassification on a durational basis to a DOT Maintainer 3, retroactive to the beginning of the assignment.

(c) The employee shall remain in this classification until such time as

- (1) the Inmate Work Program is cancelled or curtailed, or it becomes generally inactive at a particular garage, or
- (2) the Department determines the employee cannot nor should not carry out the assigned duties any longer, or
- (3) the employee requests removal/reassignment from the Program. At that time, the employee shall be reassigned to his/her previous permanent classification

(d) When such assignment is anticipated, the DOT shall post the assignment for no less than (10) days. Posting requirement shall be limited to the garage involved. If there are no acceptable applicants for this assignment at the garage, the posting will be extended to all garages under the Superintendent's jurisdiction and the inmate van will be garaged at the facility where the selected applicant normally works. Selection will be at management's discretion.

(e) While in durational status, the employee may apply for transfer to postings at his/her previous permanent levels only but may apply for promotional positions at any higher levels as per the governing provisions of the NP-2 Contract and this agreement. If selected for transfer or promotion, the employee's duties as an inmate supervisor shall cease, and he/she shall commence the duties of the new position to which appointed.

(f) Employees assigned to this program shall sign a statement acknowledging the above provisions, and a copy of the Department of Correction's "Do's and Don'ts" will be provided to the employee. The employee will also receive an outline of the responsibilities.

(g) Employees who are supervisors in the Inmate Work Program will receive a paid lunch period whenever they are assigned a crew of inmates.

(h) When the program is enlarged, the Department will notify the Union.

Article 24

Retirement

The terms and conditions of employee retirement benefits have been negotiated separately by the State and the Union and shall continue under the terms of that Agreement.

Article 25

SCOPE/Objective Job Evaluation (OJE)

Pursuant to the 2011 SEBAC Agreement:

The parties have agreed that the current practice for five (5) year reviews will continue and OJE adjustments may be resolved for jobs which the Union believes have substantial changes in duties through interim bargaining and, if necessary, arbitration (rather than through the Master Evaluation Committee (MEC). This will be applied to all OLR OJE-covered units. New positions will be subject to bargaining and arbitration one year after their creation.

Article 26

Temporary Service in a Higher Class

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

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

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

Section Four. If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services has not approved the assignment, the employee shall be reassigned to his/her former position, subject to the provisions of Section Five.

Section Five. 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 shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

Section Six. Notwithstanding the preceding concerning temporary service in a higher class, an employee who is assigned in writing by management for such temporary service in a higher class, which exceeds thirty (30) consecutive calendar days in duration, shall not be denied compensation for such work.

Section Seven. This Article shall not be deemed to supersede the pre-existing practice under Item 419-Q.

Section Eight. Temporary assignments to a higher class for periods of thirty (30) calendar days or less shall not be utilized to defeat the basic contractual obligation herein.

Article 27

Permanent Part-Time Employees

Section One. Permanent part-time employees will continue to receive wages and fringe benefits on a pro-rata basis to the hours they work, including any accrued leave taken.

Part-time employees shall receive pro-rata holiday and pro-rata personal leave days. Part-time employees shall receive holiday pay when the holiday falls on their regularly scheduled work day.

Permanent part-time employees shall also be entitled to other rights and benefits described herein, including seniority (based on date of hire without regard to number of hours worked), access to grievance machinery and all other sundry provisions in accordance with this collective bargaining agreement.

Section Two. Permanent part-time employees working under twenty (20) hours per week (excluding retired, reemployed

workers and unscheduled intermittent employees) shall be eligible for all benefits currently provided to over twenty (20) hours per week permanent part-time employees except as follows:

(a) Article 7 - Union Rights. Representation of part-time less than twenty (20) hours per week employees shall be accomplished through the use of full-time employees currently designated as stewards and staff representatives of the Union.

(b) Article 10 - Training. Section 3: Eligibility for participation in listed programs cited in this Article shall be limited to permanent part-time employees under twenty (20) hours per week with three (3) or more years seniority.

(c) Article 13 - Order of Layoff or Reemployment.

(1) Section 4(a): Notice of layoff requirement for permanent part-time less than twenty (20) hours per week employees shall be two (2) weeks.

(2) Section 5(c): Notice to bumpee shall be one (1) week. No layoff shall occur in original two (2) week notice of layoff period. Permanent part-time employees who work less than twenty (20) hours per week may exercise bumping rights over other part-time employees only.

(3) Section 7: Permanent part-time employees who work less than twenty (20) hours per week shall have reemployment rights.

(d) Article 14-Vacancies. Add Section 8: Subject to the provisions outlined above, movement of permanent part-time less than twenty (20) hours per week employees to full-time non-competitive positions shall be governed by the following. Employees who have not received a less than good service rating in their most recent evaluation may apply for available full-time positions in their current classifications performing similar duties within their same agency, and shall be given preference over new hires, unless there is a significant difference in qualifications.

(e) Article 15 - Transfers. Section 4: Notice requirement of permanent involuntary transfer of permanent part-time less than twenty (20) hours per week employees shall be two (2) calendar weeks. No such notice shall be required if the transfer is within the same State facility.

(f) Article 18 - Hours of Work, Work Schedules and Overtime, Section 1, 2, and 3 shall not apply to less than twenty (20) hours per week employees.

(g) Article 19 - Safety. Section 4: Permanent part-time less than twenty (20) hours per week employees required to wear safety shoes shall receive the amount specified in Article 20 for the purchase of such shoes at the time of hire and bi-annually thereafter on or about July 15.

(h) Article 21 - Group Insurance (Health). Health insurance coverage will be given to those permanent part-time employees who are regularly scheduled to work at least (17½) hours per week.

In the event that a less than (17½) hours per week employee's work schedule averaged over four (4) successive calendar months, equals or exceeds (17½) hours per week, such employee shall be eligible for participation in the State's health insurance program. Such participation shall end when the employee's work schedule falls below (17½) hours per week averaged over four (4) calendar months.

(i) Article 26 - Temporary Service in a Higher Class. Section 1: Thirty (30) consecutive working days shall be substituted for "Thirty-first" (31) consecutive calendar days when referring to part-time less than twenty (20) hours per week employees.

(j) Article 28 - Vacation and Article 29 - Sick Leave. Current practice will continue with respect to eligibility for accrual and use of vacation and sick leave.

(k) Article 30 - Personal Leave. Part-time less than twenty (20) hours per week employees do not receive personal days.

Section Three. Ten Month Employees employed by CT Department of Education.

(a) Ten Month Employees employed by the CT Department of Education are permanent part-time employees employed for the ten months of the school year in the Connecticut State Technical High School System. Such employees are entitled to all the provisions in accordance with Section One and Two of this article.

(b) When school is not held for more than 3 days in any month by a Connecticut State Technical High School due to school breaks, recess, weather closings, and/or professional development days, CTDOE part-time ten month employees shall not be denied their earned monthly vacation and sick leave accruals.

Article 28

Vacation

Section One. (a) Employees who were on the payroll June 30, 1977 and who have continued their employment without interruption, shall continue to earn paid vacation credits according to Regulation 5-250-2 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.

(b) For employees hired on or after July 1, 1977, the following vacation leave shall apply:

0-5 years, One (1) day per month; over 5 and under 20 years, one and one-quarter (1¼) days per month; over 20 years, one and two-thirds (1-2/3) days per month.

Section Two. No employee will carry over, without agency permission, more than ten (10) days of vacation leave to the next year, except in extraordinary situations and with the permission of the agency. Such permission shall not be unreasonably denied.

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

Section Three. (a) Normally, individual vacation days will be requested five (5) or more days in advance, but an employee may request such time with less than twenty-four (24) hour notice for each day requested. Such vacation days will be granted whenever agency operating needs permit.

(b) An employee may take earned holidays, vacation or personal leave days in conjunction with one another.

Section Four. (a) Assignment of vacation time off shall be made at the times desired by an employee. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off shall be granted based upon seniority.

(b) To assist in the scheduling of vacation time the department, agency, institution or other local operating unit shall solicit and obtain between March 1 and April 1 of each year, vacation requests of employees. An employee must request a block of time of four (4) days or more in order to have seniority considered. Vacation requests submitted under this provision shall be granted on the basis of seniority, and once approved, shall not be denied on the basis of a later request by a more senior employee.

Vacation schedules of employees shall be conspicuously posted by the department, agency, institution or other local operating unit no later than April 30 of each year.

(c) Requests for vacation leave of four (4) or more days shall be approved or denied in writing within ten (10) working days. If denied, an employee who feels aggrieved by the denial may submit a grievance directly to Step II of the grievance procedure.

(d) Employees are encouraged to use vacation credits in full days, but may use them in minimum units of one-half (1/2) hour.

Section Five. The appointing authority or his/her designated representative may authorize vacations for maintainers during winter storm season if it will not impair the ability of the crews to function effectively. Any employee who feels aggrieved by a denial may submit a grievance directly to Step III of the grievance procedure within fourteen (14) calendar days of receipt of the notice of denial.

Section Six. 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's vacation period. Such advances shall be for the period of not less than one (1) pay week and shall not exceed the length of the employee's scheduled vacation period.

Article 29

Sick Leave

Section One. (a) All bargaining unit employees shall accrue sick leave for continuous service from date of initial employment, but are not credited with or eligible to use it until such time as they receive appointment from an employment list or a reemployment list or upon appointment to a permanent non-competitive position.

(b) Sick leave accrues at the rate of one and one-quarter (1¼) working days per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

(1) Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of hours they work, including any accrued leave taken;

(3) No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days;

(4) Sick leave shall accrue for the first twelve (12) months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

Section Two. Pay for any day of sick leave shall be at the employee's regular base rate of pay.

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

- (1) When incapacitated from performing work due to illness or injury;
- (2) For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours;
- (3) In the event of death in the immediate family when as much as three (3) working days leave with pay shall be granted for each occurrence. Immediate family means husband, wife, father, mother, sister, brother or child and also any relative who is domiciled in the employee's household.
- (4) In the event of serious illness or 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. With a medical certificate additional time, charged to other paid leave, may be granted;
- (5) For going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance and provided that not more than three (3) days of sick leave per calendar year shall be granted.

Section Four. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

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 Five. 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.

An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

Section Six. An acceptable medical certificate, which must be on the form prescribed by the Commissioner of Administrative Services and signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required of an employee by his/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 any duration during 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 per Section Seven.
- (4) Leave of any duration when evidence indicates reasonable cause of requiring such a certificate.

The Commissioner of Administrative Services or the appointing authority may provide a State physician, at its own cost, to make a further examination.

Section Seven. In reviewing an employee's record to determine whether the employee is excessively using sick leave, the employer shall consider all of the following factors:

- (1) Number of days taken;
- (2) Number of occurrences;
- (3) Patterns of usage;
- (4) The employee's past record;
- (5) Possible extenuating circumstances.

An occasion of sick leave is defined as any one continuous period of absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered one occasion of absence provided that:

- (1) the employee provides a statement from the physician that treatment program is required and indicating the expected number of visits;
- (2) advance notice of the appointments is given to the employee's supervisor.

Sick leave taken in accordance with Section Three, subsections (3), (4), and (5) of this Article shall not be considered an occasion of sick leave.

Prior to taking steps to restrict an employee's use of sick leave, the employer shall first counsel the employee and issue written notice of such counseling.

An employee who has been counseled and who continues to make excessive use of sick leave may be required

to produce an acceptable medical certificate to substantiate the need for sick leave, provided the employee has been notified in writing of such requirement in advance. When an employee has been notified in writing of such requirement, and said employee fails to produce an acceptable medical certificate, he/she shall be charged with unauthorized leave of absence without pay.

The employer shall review the attendance record of an employee who has been placed on a medical certificate requirement status after a nine month period of time.

This review shall be conducted to determine whether the medical certificate requirement shall be rescinded. Any dispute arising from denial shall be grievable through Step II of the grievance procedure, provided that the burden shall be upon the employee to show marked improvement in his/her attendance and that said improved attendance has risen to a satisfactory level.

Section Eight. (a) Each employee who retires under the provisions of Chapter 66 shall be compensated, as of the date of his/her retirement from State service, at the rate of one-fourth ($\frac{1}{4}$) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay. Such payment for days accumulated sick leave shall not be included in computing retirement income.

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

Section Nine. Advance Sick Leave. (a) No sick leave in excess of the leave accumulated to the employee's credit may be granted unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In determining whether or not to request an advance of sick leave, the appointing authority shall consider the following facts:

- (1) The length of state service of the employee;
- (2) The classification of the employee;
- (3) The sick leave record of the employee for the current and for the four preceding calendar years;
- (4) A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work;
- (5) And any other relevant material.

(b) No advance of sick leave may be authorized unless the employee submits a written request and has first exhausted all accrual to his/her credit for sick leave, personal leave, earned time and for vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five years of full-time work service. If approved, such extension shall be on the basis of one day at full pay for each completed year of full-time work service. In no case shall advanced sick leave exceed thirty days at full pay. If denied, the employee shall receive a written statement of the reasons for such denial. Any dispute arising from said denial shall be grievable through Step III of the grievance procedure.

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services or designee shall be repaid by a charge against such sick leave as the employee may subsequently accrue. Upon the employee's return to duty, one-half of the employee's monthly sick leave accrual shall be deducted for the re-payment of the advanced sick leave, i.e. if an employee would otherwise accrue ten (10) hours of sick leave for a month, the employee shall be granted five (5) hours of sick leave and the other five (5) hours shall be applied to the amount of advanced sick leave owed.

Section Ten. Extended Sick Leave. An employee who has at least twenty (20) years of state service and who has exhausted his/her sick leave and advance of sick leave may be granted extended sick leave with half pay for thirty days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

Section Eleven. The parties agree that from time to time, on an as needed basis, NP-2 bargaining unit members may donate their accrued vacation, personal and/or sick leave to a fellow bargaining unit member who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. Such donation may occur between different employing agencies. No employee may donate more than five (5) days of sick leave in a calendar year.

Said benefit shall be subject to review and approval by the Commissioner of Administrative Services and shall be applied

in accordance with uniform guidelines as may be developed by such Commissioner.

Article 30

Personal Leave

In addition to annual vacation, each full-time permanent employee who has completed the Working Test Period shall have three (3) days of personal leave of absence with pay in each calendar year. Use of personal leave days shall be for the purpose of conducting private affairs, including observance of religious holidays, or any other reason, and shall not be deducted from vacation or sick leave credits. Personal leave days not taken in a calendar year shall not be accumulated.

Normally, personal leave days will be requested five (5) or more days in advance, but an employee may request such time with twenty-four (24) hours notice for each day requested without having to provide a reason. Such personal days requested less than twenty-four (24) hours in advance supported by an acceptable reason will be granted whenever agency operating needs permit.

Article 31

Leave Balances

The State shall notify each employee of his/her leave balances. Such an accounting shall be given no later than March 1 of each year, stating the employee's balance as of the previous December 31, unless otherwise mutually agreed by the agency and its employees.

Article 32

Paid Leave Conversions

All accumulated leave balances (i.e., vacation, sick leave, personal leave, earned time) shall be converted from days to hours and be recorded on an hourly basis. Said conversions shall be accomplished in such a manner, consistent with each employee's work schedule, so as to continue the present level of leave benefits, and is not intended to either enlarge, diminish or alter any benefit or accrual.

All paid leave time (i.e., vacation, sick leave, personal leave, earned time, etc.) may be taken in increments of one-half ($\frac{1}{2}$) hour and shall be charged against the employee's leave records on that basis.

Article 33

Holidays

Section One. (a) 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.

(b) In seven (7) day operations, New Year's Day, Independence Day and Christmas Day shall be celebrated on January 1, July 4 and December 25, even if these holidays fall on Saturday or Sunday. Otherwise, if a legal holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.

(c) Holidays shall be defined as a twenty-four (24) hour period commencing at Midnight.

(d) Where employees are assigned to shifts which overlap two calendar days, the shift which has the major portion of the hours falling on the holiday shall be considered the holiday shift.

If the major portion of the hours of a shift do not fall on a holiday, the shift shall not be considered a holiday shift for purposes of this Article.

Section Two. (a) Employees who are required to work as a part of a regular schedule on a "premium" holiday (defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) shall be paid at the rate of time and one-half for hours worked in addition to regular pay for the day.

(b) Employees who are required to work as a part of a regular schedule on any other holiday listed in Section 1 above shall receive their regular pay and receive a compensatory day off in lieu of the holiday.

(c) Part-time employees in DDS who work a 5/3 rotation averaging 35 hours per pay period, shall continue to be entitled to pro-rata holiday pay in accordance with Article 27 Section One of the NP-2 Collective Bargaining Agreement. This language has been in effect since May 1, 1986.

Section Three. If a holiday occurs while an eligible employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 C.G.S., no credit for the holiday shall be allowed. A holiday occurring when an eligible employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Four. Overtime call-in on a Holiday. Each employee who is called in to work overtime on a holiday shall receive overtime pay at the applicable rates but shall not receive a compensatory day off. The previous sentence, notwithstanding, an employee called in to work overtime on a "premium" holiday shall be paid at the time and one-half overtime rate regardless of whether the hours fall between thirty-five (35) and forty (40) hours for the week.

Section Five. The employer shall not schedule compensatory time without the consent of the employee.

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

Article 34

Civil Leave and Jury Duty

Section One. (a) Civil leave (not jury duty) for any purpose other than State employer related business shall not be treated as time worked. If a court appearance is required as part of the employee's work or requested by or on behalf of the State employer, he/she shall be paid for such time, and, if the employee's presence is required beyond his/her normal work day, such time shall be paid in accordance with the overtime provisions of this contract.

(b) 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.

Section Two: Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work.

Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately. The employer may request that the employee be excused or exempted from jury duty if, in the employer's judgment, the employee's services are needed at that time.

An employee, upon request, shall be released from his/her snow and ice assignment within twelve (12) hours prior to the time he/she is ordered to appear for jury duty.

Time spent on jury duty shall not be considered time worked for the purpose of completing a working test period or trainee requirements.

Section Three. The provisions of this Article shall apply equally to employees working second or third shifts. Such employees shall have time so spent on jury duty counted as time worked in lieu of their regular shift.

Article 35

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 active duty for required field training, (which shall include weekend drills and related training assignments and assemblies), provided such leave does not exceed three (3) calendar weeks in a Military Training Year (October 1 to September 30). 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. Employees who are members of the armed forces of any state or of any service component of the armed forces of the United States and who has been called to active service in the armed forces of any state of the United States for Operation Enduring Freedom, Operation Noble Eagle, a related emergency operation or a military operation whose mission was substantially changed as a result of the attacks of September 11, 2001, shall be entitled to any additional benefits as provided in Special Act. No. 01-1 adopted in the November 13, 2001 Special Session of the General Assembly. During such leaves outlined above, 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.

The provisions of this Article shall supercede Sections 5-248 (c) and 27-33 of the General Statutes and the appurtenant regulations of the Personnel Policy Board.

Article 36

Pregnancy, Maternal and Parental Leave

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

Section Two. The additional benefits provided by Conn. Gen. Stat. Section 5-248a are hereby incorporated by reference.

Section Three. Up to three (3) days of paid leave deducted from sick leave will be provided to a parent at the time of the birth, adoption or taking custody of a child. Such leave shall not be pyramided upon other sick leave benefits.

Article 37

Voluntary Leave of Absence

Section One. The State may grant an employee a leave of absence with full pay, part pay or without pay, for a period not exceeding one (1) year at the request of the employee. Such leave may be extended beyond one (1) year at the State's discretion. In the granting of a leave of absence without pay, the State shall notify the employee whether the position will be held awaiting the employee's return or whether reinstatement will be dependent upon whether or not a suitable vacancy is available. A leave of absence with full or part pay may be granted for educational purposes in order to enable an employee to study or receive technical training which will increase his/her proficiency in his/her position or for such other purpose as may be agreed between the State and the Union to be in the best interests of the State.

Section Two. Employees who exhaust their accrued sick leave, may apply for an unpaid leave of absence, and if granted, the employee's position shall be held for thirty (30) days.

Section Three. All requests for leave of absence shall be in writing, and to the extent practicable, in advance of the period of leave requested. The employer shall not unreasonably withhold leaves of absence after an employee has completed the working test period. In the event a request for a leave of absence is denied, the employee shall be given a written statement of the specific reasons for such denial.

The employer shall require an employee to exhaust accrued vacation leave prior to granting a voluntary leave of absence (other than those covered in Section Two above).

Section Four. Consistent with existing practice, an employee who is on a leave of absence without pay in excess of three (3) days shall not be credited with such time for purposes of completing a working test period.

Article 38

Workers' Compensation

Section One. Where an employee has become temporarily and 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, provided the employee so requests. 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.

Section Two. Upon a final and non-appealable decision by an 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 weeks following such determination. Accrued leave time may be used to supplement Workers' Compensation payments up to but not beyond the regular salary, provided that no charges shall be made to such leave time without a signed authorization form from the employee.

Section Three. Upon a final and non-appealable finding by an appropriate State authority that an employee has contracted a communicable or contagious disease in the course of his/her employment, the employee shall receive one hundred (100%) percent Workers' Compensation benefits for the duration of his/her incapacity. Such benefits shall be equal to those specified for bodily injury in Section 5-142(a) of the Connecticut General Statutes.

Section Four. Following recuperation from a compensable injury or illness when an employee's physician certifies he/she is capable of returning to limited duty, the employee will request such limited duty of his/her employer. The employee will be assigned to limited duty under the following conditions:

- (a) The employee shall be assigned to any available work the employee is capable of performing whether or not such duty is in the employee's regular job classification.
- (b) Such limited duty does not consist of unproductive assignments.
- (c) Such limited duty can be found without fear of further injury to the employee.
- (d) The employer shall make a good faith effort to provide such limited duty; however, the final determination shall be made by the employer.
- (e) The length of this assignment shall normally not be more than thirty (30) work days. The length of this assignment shall be extended when there is documentation from a physician that the employee is capable of returning to full regular duty within a reasonable period of time.

When it is determined in the course of this assignment that the employee is fully recovered, he/she will be returned to full duty. If there is no limited duty available, the employee shall be referred back to the Workers' Compensation Division until the doctor certifies the employee's ability to return to normal duty. The employer may provide retraining for an equivalent position which the employee will be able to perform, if the employee cannot return to the previous job.

Section Five. In the event of a finding by the employer that an employee is exposed to or has come in contact with an active, compensable, communicable or contagious disease in the course of his/her employment, the employer shall take whatever action it deems necessary and practicable to immunize or medicate the employee from the disease. Such treatment shall be provided at no cost to the employee and with no loss of pay or benefits. The employee shall have the right to refuse such treatment. In the event of such refusal, the employer may place such employee on home status with or without pay. If home status is without pay, the employee may use his/her earned time account. Such decision is not grievable.

Section Six. Present agency practices with reference to employee families who have or may have been exposed to communicable diseases shall remain in effect.

Section Seven. When the employer has reason to believe there is potential for infectious disease or contagion, it may require treatment of employees potentially affected by such disease or contagion. In the event the employee refuses treatment, he/she may be transferred to a location not likely to be affected by the disease or contagion. Such transfer shall not be subject to the grievance procedure.

Section Eight. The employer will continue to pay the applicable current contributions for life insurance and hospital and medical insurance for employees receiving or eligible to receive Workers' Compensation benefits, i.e., Temporary Partial, Temporary Total, Specific Indemnity, and while enrolled in workers' rehabilitation programs. The parties do not intend to enlarge, diminish, or otherwise alter such benefits as may be provided for by law.

Section Nine. The State agrees to process Workers' Compensation forms in a timely manner. The parties shall continue to cooperate and meet as needed to resolve problems of mutual concern involving the Workers' Compensation process.

Section Ten. 1. When an employee sustains an on-the-job injury, he/she shall immediately inform the supervisor who shall contact the appropriate authority within 24 hours. The supervisor in turn shall complete, sign and forward the accident report to the appropriate party, normally within two (2) working days. The supervisor's preparation and signing of the report shall not be viewed as agreement with or firsthand knowledge of the circumstances surrounding the injury.

If the employee cannot, through no fault of his/her own, give immediate notice, the supervisor shall process the report as above as soon as possible and notify the appropriate authority.

2. Agency personnel shall forward the WCPER-207 (accident report), the pre-audit figures and the form 201 (notice of time lost) to the Workers' Compensation carrier normally within ten (10) working days of the accident.

3. An employee shall sign a sick leave election form (CO-715) at the onset of his/her injury or at every new period of absence relating to said injury, indicating whether or not he/she wishes to use accrued leave while awaiting Workers' Compensation, and/or one third of accrued leave to make up a full day's pay. He/she should also be given the appropriate Workers' Compensation physician forms (208 and 209).

4. The agency/insurance carrier shall advise the employee of problems and/or missing forms which are needed to process payment of Workers' Compensation benefits.

5. When the State agency receives a Workers' Compensation check for an employee, it shall send the check to the employee immediately, provided the employee did not use accrued time. If the employee did use accrued time, the State shall make the necessary adjustments and see that the employee has his/her portion of the check normally within five working days. The State shall restore leave balances within two weeks of receipt of the employee's check restoring such time.

6. Following full recuperation from a compensable injury or illness, an employee will be returned to his/her position at the same shift at the salary he/she would have been receiving if never injured.

7. Unless contested by the insurance carrier, the employee shall be paid for days lost from work pursuant to 5-143. Such pay is not to be taken from employee's leave accounts. In the case of patient related injuries (5-142) full pay compensation shall begin the day following the injury.

8. The employee shall be paid as though working on the day of the injury, to attend Workers' Compensation hearings, and to receive medical attention or keep medical appointments including necessary travel time.

9. When an employee is released for limited duty, or selective work, he/she should report to his/her employer and request same. If the employer cannot provide limited duty, employee should contact the Workers' Compensation Commissioner or his/her representative for further advice regarding additional Workers' Compensation payments.

10. The employee will continue to accrue retirement and seniority credits, as per Connecticut General Statutes 5-161(f) and 154(m)(l) while he/she is receiving Workers' Compensation benefits.

11. Upon completion of the vocational rehabilitation program, the Agency and State Personnel Department shall assist the employee to find State employment. If such efforts fail, the employee will be placed on the applicable reemployment list. If such employment is found, the employee's benefits, including seniority, will be transferred to the new position, as provided for by contract.

12. Demotion. If an employee cannot return to his/her regular job but can do another job, he/she may request a voluntary demotion to such job and may receive two-thirds of the difference in pay between the two jobs from Workers' Compensation Commissioner in accordance with 31-308a. In determining the employee's pay rate due to such demotions, he/she shall be paid at the rate (step) closest but not greater than his/her prior rate of pay.

13. Scarring. An employee may be eligible for a scarring award no sooner than one (1) year from the date of injury and not later than two (2) years from the date of the injury or the surgery date of the injury, in accordance with 31-308 (c) and any amendments thereof.

14. Specific Indemnity. An employee may be eligible for Workers' Compensation payments for a permanent partial loss of use to a part of his/her body. This usually occurs after the end of Temporary Total and the percentage rating is given by the employee's doctor subject to the approval of the Workers' Compensation Commissioner.

15. Overtime Work. An employee on limited duty shall not be denied overtime solely based on such limited duty designation.

Article 39

Transfer or Separation Due to Infirmities

Section One. When an employee has become physically or mentally incapable of the safe or efficient performance of the duties his/her position by reason of infirmities or other disabilities, the appointing authority may attempt to transfer the employee to less arduous duties. In order to facilitate the search for such duties prior to the commencement of the search, the employer shall notify the employee that a search is about to be undertaken and shall provide the employee with an opportunity to meet in order to prepare a list of the employee's skills and previous work experience. If a position is

found to which the employee is transferred, there shall be a three (3) month probationary period during which the employer may review whether the employee's disability prevents him/her from performing the job in a safe and/or efficient manner.

Notwithstanding the above, if no less arduous duties are found within the department, an employee may be separated from State service. The employer's decision on whether the employee is to be transferred to less arduous duties shall be final.

Section Two. If no less arduous duties are found in the employing department or if the employee fails the three (3) month probationary period, the employee shall be given six (6) weeks notice of separation. A copy of such notice shall be sent to the Union concurrent with the written notice to the employee. If the employee desires to appeal the separation, he/she must file written notice of appeal directly to the agency's Step II designee within one (1) week of receipt of the notice. Consideration of any such appeal shall be limited to either one or both of the following: (a) whether the employee is able to safely and efficiently perform the duties of his/her position and/or (b) whether a less arduous position in the same or lower salary grade exists in the employing department which the employee is both qualified for and able to safely and efficiently perform. An employee separated under this Article shall be advised in writing by the agency to contact the State Retirement Division concerning any benefits or rights for which he/she may be eligible.

Section Three. After the meeting provided for in Section One above takes place, the employee may elect to apply to the Commissioner of Administrative Services to conduct a job search to determine if there are any vacancies in the same or lower salary grade in other State departments, which the employee is able to efficiently perform. If such employment opportunity is found, the employee shall be offered the position. If the employee accepts the position, he/she waives any Section Two appeal rights. The new position is subject to the three (3) month probationary period during which the employer may review whether the employee's disability prevents him/her from performing the job in a safe and/or efficient manner. If an employee desires to appeal the failure of the probationary period, he/she must file written notice of appeal directly to Step III of the grievance procedure within one (1) week of receipt of the notice. The election by an employee to utilize the Statewide job search provided by this Section shall not serve to nullify or stay the effective date of a scheduled separation.

Section Four. The provisions of this Article shall not be interpreted to diminish an employee's rights or benefits under the Worker's Compensation Law or to alter the employer's rights and obligations under the ADA. Additionally, no employee shall be terminated under this Article until the exhaustion of any accrued sick leave.

Section Five. All separations under this Article shall be separations in good standing. Upon separation, an employee will be entitled to full reemployment rights as provided for in Article 13, Section 7 subject only to his/her qualifications to perform the job and to a three (3) month probationary period to determine if the employee can do the job in a safe and efficient manner.

Section Six. The provisions of this Article are subject to merit system rules and regulations, as well as existing labor agreements for other bargaining units.

Article 40

Absence from Work Due to Emergency

Section One. No employee shall be prejudiced or suffer disciplinary action due to an emergency which necessitates absence from the job or tardiness. Satisfactory evidence of such emergency must be presented to the employee's supervisor by the next working day following the absence or tardiness. The employer shall, upon the employee's request have the right to charge such authorized absence or tardiness to earned time, excluding sick leave, or to unpaid leave.

Section Two. The employer may take disciplinary action including docking of time not worked when there is evidence of suspected abuse or habitual tardiness.

Article 41

Meals

Section One. During the life of this agreement, the rates charged to employees for meals shall be as follows:

Breakfast \$2.50 (two dollars and fifty cents)

Lunch \$4.00 (four dollars)

Dinner \$4.00 (four dollars)

Section Two. Employees whose jobs require that they remain on duty on a regular basis through the normal work shift without receiving a lunch break (e.g., certain powerhouse employees, telephone operators, etc.) shall be entitled to an Employer-provided meal at no cost, provided the Employer possesses dining facilities. To the extent practicable, first and second shift employees will receive a hot meal; third shift employees will receive a cold meal except at those facilities where third shift employees are currently provided with a hot meal.

The Employer shall continue its current practice with regard to payroll adjustments associated with Employer-provided meals.

Provisions of this section shall have no applicability to employees who may be eligible for meals under Article 42, Meal Policy.

Article 42

Meals Policy

Section One. Employees who are called in to perform emergency duties because of storms or other disasters prior to the start of their normally scheduled work hours, or are officially ordered to work beyond the close of the work day when the extended period is more than two (2) hours, or on non-scheduled work days, shall have their meals provided for by the employer. Meals will also be allowed for those employees who have been directed to report for work prior to 6:30 a.m. the next morning by pre-arrangement the day or evening before. For those employees who have been directed to report for work by pre-arrangement at 6:30 a.m. or after, no meal allowance will be made. When employees who are performing emergency duties during winter storms or natural disasters are released from work after midnight and are directed to report for work prior to the normal starting time the same day, they will have their meals provided for by the employer.

Section Two. At State agencies possessing dining facilities, meals will be supplied to the employee at no cost. At State agencies without dining facilities, the following procedures and schedule of maximum meal allowance will apply:

6:00 a.m.	Breakfast	\$7.50
Noon	Lunch	\$9.50
6:00 p.m.	Dinner	\$15.00

Effective July 1, 2019 the meal allowance shall be increased as follows: Increase by one (\$1.00) dollar for Dinner.

The above schedule shall remain in effect for the lifetime of the contract unless adjusted by mutual agreement of the State and the Union. Meals will normally be granted no later than two (2) hours after the designated meal times depending upon conditions.

Section Three. The taking of meals provided by the employer will be in approved restaurants as close to the assigned run or work site as possible in order to eliminate unnecessary or excessive driving time. Each meal provided to the employee and taken at an approved restaurant will be considered to require an interval of one-half (½) hour, and compensation will not be received for that time. An employee who does not take a meal or meals provided by the employer during a given period of time must receive the approval of his/her immediate supervisor (above the level of crew leader) in order to receive compensation for the time when a meal is not taken. The approval must be received before the fact and not after. The approval is not to be interpreted by the employee or the supervisor as an option for the employee to take a meal or meals at his/her own expense whereby he/she would expect to receive compensation for the time allotted for the meal or meals.

Section Four. (a) When employees are held over at the close of the normal daytime shift (usually 3:30 p.m.), supervisors may use reasonable judgment in allowing employees to eat their dinner meal prior to 6:00 p.m.

(b) When, due to emergency conditions, employees are not able to stop for meals at the designated meal time (6:00 a.m., Noon, 6:00 p.m.), or a reasonable time thereafter (approximately one to two hours) and it does not appear that conditions will lessen to allow them to stop within this reasonable time, the appropriate supervisor will make arrangements for food to be brought to the employees. These employees would be eating, so to speak "on the go" and would be compensated for this meal time as well as having the food provided by the employer.

(c) When, because of the location of an approved restaurant, during certain hours of the day, excessive driving time would be involved for the employees to go to the restaurant, the appropriate supervisor will make arrangements for food to be brought to the employees. These employees would be eating, so to speak, "on the go" and would be compensated for this meal time as well as having the food provided by the employer.

(d) When, because of the location of an approved restaurant, during certain hours of the day, excessive driving time would be involved for the employees to go to the restaurant and meals could be secured in another manner approved by the appropriate supervisor and mutually agreeable to all concerned, with no expense to the employer, these employees would receive compensation for this meal time. Particular care must be taken to insure that meal time of this type is closely administered.

(e) Supervisors will discuss items (c) and (d) with the employees in order to reach a general agreement on the proper application of these items. This discussion should be complete before the start of the winter storm season.

It should be noted that items (c) and (d) are not applicable if restaurants are available within acceptable driving distance of assigned runs or worksites.

Section Five. Approved restaurants shall be selected from time to time by mutual agreement of the employer and the designated Union steward.

Section Six. Meal Reimbursement for Telephone Operators at UConn.

(a) Eligible telephone operators will be reimbursed at the lunch rate provided in Section Two of this Article.

(b) Reimbursements will be made in a lump sum payment on a quarterly basis.

This language has been in effect since May 1, 1986.

Article 43

Housing

Section One. (a) Effective upon legislative approval of this Agreement, the amount charged to employees occupying State-owned housing located on the grounds of State institutions shall be seventy (70%) percent of the appraised fair market rental value. For other State-owned housing, the rental charge shall be one hundred (100%) percent of the appraised fair market value. (b) It is the intent of this Article that the amount charged to employees occupying State-owned housing located on the grounds of State institutions shall be seventy (70%) percent and for other State-owned housing, the rental charge shall be one hundred (100%) percent of the most recent appraised fair market rental value. Accordingly, rents will be adjusted up or down, as appropriate, upon receipt by the employer of the appraisal and in accordance with the terms of the lease agreement between the State and the individual employee but in all cases there shall be at least 12 months between rent adjustments.

Section Two. (a) The employer reserves the right to select among applicants for housing, and to terminate occupancy as provided in the State Housing Regulations.

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

Article 44

Maintenance and Service Unit Work

Employees shall perform such duties as are required by their job specifications. In deciding whether a task properly falls within an employee's job specification, the Employer shall consider the task in relation to the overall purpose of the job specification.

Nothing in this Section shall relieve an employee from his/her obligation to accept any assignment during emergency situations.

Article 45

Job Classifications

Section One. The Union shall be notified of any proposed changes in job specifications for bargaining unit classifications prior to implementation. Upon request of the Union, the State agrees to negotiate over the impact of the effect of any such change to the extent required by law, however, such negotiations shall not prevent the State from implementing the changes.

Section Two. No job classification shall be removed from the bargaining unit during the term of this Agreement without the mutual consent of the parties, except by order of the State Board of Labor Relations.

Article 46

Uniforms and Equipment

Section One. In the event that the employer intends to change its methods of providing uniforms or equipment, it shall notify the Union and shall, upon request, negotiate over the impact of such change.

Article 47

Newgate Prison

COMMISSION ON CULTURE AND TOURISM – NEWGATE PRISON

Individuals employed by the Connecticut Commission on Culture and Tourism in the capacity of guide at the Newgate Prison, notwithstanding the provision of Article 1 (Recognition) of the NP-2 Contract, shall be considered a part of the Maintenance and Service Bargaining Unit and shall be entitled to the rights and benefits described herein. Except as specifically limited the provisions of Article 5 (Management Rights) of the NP-2 Contract are incorporated by reference.

1. Union Security: The provisions of Article 6 of the NP-2 Contract are incorporated herein.

2. Union Rights: Representation of employees shall be accomplished through the use of staff representatives of the Union or through the use of full-time employees currently designated as stewards. In matters of contract administration or grievance processing, management shall deal exclusively with said individuals.

3. Working Test Period: The Working Test Period for job classifications for employees covered by this Memorandum shall be six months or 979 hours. At any time during the Working Test Period the employer may remove any employee if in the opinion of the employer the Working Test indicates such employee is unable or unwilling to perform his/her duties so as to merit continuation in such position. Such removal shall be neither grievable nor arbitrable.

4. Seniority: Seniority shall be defined as length of uninterrupted State service from date of last hire plus war service. Seniority shall not be computed until after completion of the Working Test Period. Seniority shall be deemed broken by the termination of employment including resignation, dismissal or retirement; or failure to report to work for three working days without authorization. Credit for seniority up to a break in service will be restored to an employee who returns to service at the start of the next season following the service break.

5. Layoff: For purposes of layoff selection of employees, seniority as defined in 4 above shall prevail. Employees who have not completed their initial Working Test Period shall be laid off first. Within one year of layoff employees may be recalled to their position in order of seniority.

The provisions of this section are exclusively applicable to the Newgate facility. -Annual spring startup and fall shutdown of the Newgate facility shall not be governed by the terms of this section.

6. Grievance Procedure: Employees shall have access to the NP-2 Unit grievance and arbitration machinery.

7. Work Schedules / Seasonal Work Year: The standard schedule for employees of the Newgate Prison shall be 35 hours per week (Effective 7/4/97 37 ½ hours).

The seasonal work year shall be determined by the employer but generally may be expected to fall between May and November of each calendar year.

In the event of a reduction in normal general operating hours, available work hours shall be allocated first to employees in the guide classification. Summer workers shall not be used to reduce the hours of the guides. This provision shall be without precedent and shall be confined solely to Newgate Prison operations.

Payment of overtime shall be accomplished in accordance with the Federal Fair Labor Standards Act.

8. Holiday Pay: Employees required to work July 4th shall, at the end of the seasonal work year receive additional compensation at their straight time rate for hours worked on that day.

9. Compensation Structure:

Salary level for the class of Guide shall be governed by the TC and TE rates.

Subsequent adjustment of such schedule shall be governed by the provisions of Article 20 of the NP-2 Agreement.

Upon completion of 1,958 hours of work employees will be eligible for a step increase. Determination of step placement shall be determined by the employer with consideration being given to individual performance and agency funding levels.

10. Group Health Insurance: Upon completion of 5 consecutive seasons of employment employees will be eligible for participation in the State's group health insurance program. Participation shall be governed by the appropriate programmatic rules in effect at the time coverage is obtained.

11. Discipline: No employee who has completed 979 consecutive hours of work shall be demoted, suspended or discharged except for just cause. A concurrent copy of the written notice of discipline issued to the employee shall be provided the Union.

12. Exemptions: The provision of this memorandum shall not apply to retired reemployed workers.

13. The provisions of the following articles of the NP-2 contract are incorporated herein:

Article 2	Entire Agreement
Article 4	No Strikes - No Lockout
Article 60, Section Five	Overpayments
Article 62	Legislative Action

Article 48

Drawbridge and Rest Areas

Whereas, ConnDOT and the Union are cooperating to achieve savings and more efficient utilization of resources; and

Whereas, a purpose of this Agreement is to prevent privatization of public services; and

Whereas, the parties intend that the services covered by this Agreement will continue to be performed by ConnDOT employees; and

Whereas, the parties originally entered into a Memorandum of Understanding relating to the conditions and classifications which would be applied to the Department of Transportation rest areas and drawbridges in 1998.

NOW, THEREFORE, the parties agree as follows:

(a) Positions in the DOT Rest Area and Drawbridge Attendant job classifications shall be used exclusively at the DOT Rest Areas and Drawbridges.

(b) Unfilled DOT Attendant positions shall be filled in the same manner as other bargaining unit job vacancies under the NP-2 contract, except that first priority will be given to NP-2 bargaining unit employees within ConnDOT who are in need of a light duty assignment because of a worker's compensation injury or other illness/injury. Those accepting assignment to the DOT Attendant position will be reclassified to DOT Drawbridge Attendant, salary grade 11, or DOT Rest Area Attendant, salary grade 9, respectively, with a pay rate adjusted to the step within the new salary grade nearest to the employee's rate of pay at the time of his/her election to be assigned to the NP-2 vacancy. Any remaining vacancies in the DOT Attendant job classifications will be included in the list of vacant positions and offered first to employees of a reemployment list, a SEBAC list and then to outside hiring.

(c) No employee who accepts reassignment to the DOT Attendant job classifications or who is appointed to these job classifications shall at any time be required to possess or obtain a commercial driver's license ("CDL") and the CDL requirement shall not be a part of the job description. Any employee taking a voluntary reassignment to the DOT Attendant classifications, who in his/her previous position had a snow and ice assignment shall continue to be permitted to work snow and ice overtime, and shall be paid at the rate of pay for snow and ice work as if still in his/her former position. DOT Drawbridge Attendants shall be considered to be in a "safety sensitive" position and will be subject to drug and alcohol testing under the same circumstances as an employee holding a CDL.

(d) No employee shall be involuntarily transferred, assigned or demoted to the DOT Attendant job classifications.

(e) Any other movement of employees into or out of rest area and drawbridge/moveable bridge assignments subsequent to the initial reassignments as provided in this Side Letter shall be governed by the provisions of the NP-2 contract.

(f) Drawbridge operations will be determined by U.S. Coast Guard procedures. Voluntary overtime will be distributed among Attendants in the following order, with each category being exhausted before the next is used: (1) From the same Drawbridge/Rest Area; (2) From the same District; (3) From any qualified Attendant; and (4) From any qualified back up operator. If there are no volunteers, overtime will be assigned by inverse seniority. Only properly trained back-up operators may be assigned to the drawbridge/moveable bridges.

(g) Employees assigned to Drawbridge operations shall be entitled to periodically exchange shifts with supervisor approval. Supervisor's approval will not unreasonably be denied. Emergency situations will be considered on a case-by-case basis.

(h) Initially, ConnDOT will continue the present method of scheduling, overtime fill, and optional assignments; however, the parties agree, upon written request of either party, notwithstanding Article 2, Entire Agreement, to negotiate over alternative work schedules, compressed work schedules with twelve (12) hour shifts, rotation of days off, staggered work weeks, flextime and related shift assignment and overtime topics for the rest areas and drawbridges/moveable bridges. The written request will detail the specific topic(s) to be discussed and the reasons for requesting such shifts/alternate schedules. The parties will commence negotiation within thirty (30) days of receipt of such request. Any schedule will become effective within two weeks after the schedule has been agreed to and ratified by affected employees. In no event shall this issue be submitted to arbitration. In the absence of an agreement, the present method of scheduling, overtime fill and optional assignments will continue in effect. Any such agreement shall not be utilized in any subsequent negotiation or interest arbitration. The parties further agree that the agreement and/or other outcome reached under this paragraph will not result in a financial expenditure of any kind by the DOT.

(i) Any employee who retires, per the Memorandum of Agreement specific to this subsection between the parties, signed May 1, 2017 and who elected a voluntary reassignment to either the DOT Rest Area Attendant or the DOT Drawbridge

Attendant classification shall for purposes of retirement calculation have all salary imputed as if he/she had continued in the job classification held prior to reassignment. Such imputation shall resume automatic progression to the maximum step for the applicable classification. The imputation shall be required for all salary routinely paid on a state payroll that is recognized for retirement purposes, including but not limited to regular biweekly salary, overtime, shift differential, longevity payments, payments for accrued vacation time. No employee retirement contributions shall be due on the imputed amount.

(j) The Rest Area Attendants are to be used exclusively at the Rest Area, performing lower level duties and responsibilities related to the Rest Area. The only exception is that current Rest Area employees who elect to take a demotion to the Attendant level in order to remain at the Rest Area may volunteer to perform snow and ice overtime at the maintenance garages. The job specification is to be adhered to and not deviated from. Some examples are:

No Rest Area Attendant shall operate a vehicle that would require a CDL License (except for the exception specified above);

No Rest Area Attendant shall be required to operate any equipment other than what is referenced on the attached addendum;

In day-to-day work activities at the rest area, Attendants may work with higher level Maintainers and/or Qualified Craft Workers at jobs within the Attendant specification, and may assist these higher level employees as they perform more skilled operations. Such assistance from the Rest Area Attendant must be at a basic, unskilled level

To reiterate the above information, no Rest Area Attendant shall perform any duties other than what is referenced in the attached job specification.

(k) DOT shall continue to supply and maintain a refrigerator and microwave in each station where these items currently do not exist.

Article 49

Snow and Ice Assignments

Section One. (a) 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.

(b) 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 Two. Where an agency requires additional personnel for snow and ice control work, it shall poll its bargaining unit employees other than those who have traditionally not had such assignments, prior to November 1 of each year to determine their willingness to volunteer for snow and ice control or removal work or related assignments at each such agency. Each volunteer selected to work snow and ice control or related assignment shall have that assignment for the entire snow and ice control or removal season (November 1 through April 30) and will also be expected to be available for the entire snow season.

In the event that the State utilizes all qualified volunteers and there are still insufficient employees for snow and ice control or removal, the employer may poll employees outside of the bargaining unit, and if there still are not sufficient employees, the State may then designate additional employees in the bargaining unit to work snow and ice control or removal assignment or related assignment. Such designation shall be made only for employees who have in previous years volunteered or by job classification have worked snow and ice control or related assignment. However, bargaining unit employees' preferences for snow and ice assignments (i.e. those who are deemed volunteers/ "spare help" from within the bargaining unit) will be accommodated first and foremost over qualified volunteers from outside the bargaining unit.

Section Three. When employees are called out or held over at the end of their normal work day for snow and ice control or removal or related work, they shall not be required to perform unnecessary or "make work" tasks unless there are no snow and ice control or removal or related work assignments available.

Section Four. The employer shall provide appropriate rest, toilet and eating facilities for the employees to the best of its ability. The employer shall continue to provide and maintain cots at each location where rest periods occur under Article 52.

Section Five. Qualified Craft Worker at DOT & CAA

1. The Department of Transportation will post for internal snow and ice assignments for not less than ten (10) calendar days.
2. All Qualified Craft Workers (QCWs) assigned to electrical and bridge facilities within DOT Maintenance Districts shall have the opportunity to voluntarily apply for, and, if applied for, shall receive, said snow and ice assignments.
3. All Qualified Craft Workers (QCWs) assigned to the Bradley International Airport who have CDL's shall have the opportunity to voluntarily apply for a snow and ice assignment to Bradley International Airport, and if applied for, shall receive said snow and ice assignment unless there are fewer available assignments than QCW's requesting such in which case assignment shall be by seniority.
4. Such vacancies shall be considered Durational DOT Maintainer 4 positions. These durational positions shall include all duties outlined in the QCW job specification with the addition of a snow and ice control or removal assignment as specified in the DOT Maintainer 4 job specification.
5. All durational DOT Maintainer 4s shall be paid from November 1st to April 30th for all time worked including the use of accrued leave as DOT Maintainer 4s as if promoted thereto. Any increments or bonuses received shall be credited in the salary group designated to QCWs and adjustments, if any, will be made to the salary group designated to DOT Maintainer 4.

Article 50

Availability of Employees with a Snow and Ice Assignment During Off-Duty Hours

Section One. There is no standby requirement for employees with a snow and ice assignment. No employee will be subject to disciplinary action for failing to remain at home awaiting a notice to report for emergency snow and ice work. This means if an employee is called by his/her supervisor for emergency work and he/she is not available, no disciplinary action will be taken against him/her.

However, if an employee is contacted by his/her supervisor and he/she fails to report, without an acceptable reason, he/she may be subject to disciplinary action.

Section Two. In the event a storm starts during the regular work day and continues beyond the regular work hours, each employee with a snow and ice assignment who is needed will be expected to continue to work.

Section Three. If an employee assigned to winter maintenance operations is off-duty and observes that weather conditions are impairing highway travel or that hazardous driving is likely to result, he/she will make a completed phone call to his/her assigned work location for instructions whether he/she is to report for work. Employees are expected to make reasonable efforts to monitor weather conditions. If the supervisor is absent from his/her office, he/she will assign an authorized spokesperson to speak for him/her. The employee will be expected to follow the instructions he/she receives.

Section Four. Employees reporting for snow and ice removal or other emergency work shall be on the clock and paid from the time he/she receives the call to report, provided he/she reports within a reasonable time of the initial call.

Section Five. An employee who is consistently unavailable may be subject to disciplinary action.

Article 51

Truck Assignments

Section One. All persons assigned to snow and ice control or removal shall qualify for and obtain the necessary license prior to being given a driving assignment.

Section Two. The policy for employees in the Department of Transportation during the winter season shall be one (1) employee to a truck while engaged in snow and ice control or removal. All Department of Transportation trucks engaged in snow and ice control or removal which are operated by bargaining unit employees shall be equipped with operable two-way radios. Examples of exceptions to the policy of one (1) employee to a truck are:

- (a) When operating a truck in a known "dead communications area" preventing two-way radio communications or when a truck is operationally needed and its radio is inoperable.
- (b) When operating a single truck during rush hour in congested urban areas.
- (c) Other additional situations also determined by management.

Prior to assigning an employee the operation of a truck equipped with a wingplow, he/she shall have been trained in the DOT Single Operator Plowing Program.

No employee shall be required to drive alone for more than eight (8) consecutive hours. However, an employee may volunteer to drive alone for additional hours. The Newington and/or Bridgeport Operations Centers will monitor the Department of Transportation's radio frequency when any Department employee, engaged in snow and ice removal operations, is driving alone.

Section Three. In confined areas such as institutions where the practice has been to assign two (2) employees to equipment while engaged in emergency storm periods on snow and ice control or removal, such practice shall be continued.

Section Four. At Bradley Airport, vehicles used for snow and ice control on runways and taxiways shall be equipped with airport and tower radios or be under the control of a vehicle with both radios. If the snow and ice control vehicle is not equipped with any operable radio, the control vehicle shall remain in the immediate vicinity.

Article 52

Rest Periods During Extended Work or Operations

Section One. An employee engaged in extended work or operations shall be entitled to a three (3) hour rest period without loss of pay or benefits after working seventeen (17) consecutive hours, except when the 17th hour coincides with release upon completion of his/her normal work shift. However, if called back within three (3) hours of the end of normal work shift, the employee shall be viewed as not having been released and shall be paid accordingly. The rest period shall be three (3) consecutive hours. Meal breaks, coffee breaks, or other rest breaks or release time of less than 3 hours shall be considered as time worked for purposes of determining the consecutive hours worked by the employee.

Section Two. Generally some of the employees shall begin the rest period during the 17th hour unless conditions dictate otherwise. No employee shall be required to work more than 21 consecutive hours without beginning the rest period. If an eligible employee as described in Section One above is released from duty without having received this rest period, he/she shall receive 3 hours of pay. If an eligible employee is released from duty without having received the full rest period he/she shall be paid for the remainder of the rest period.

Section Three. This rest period shall not be scheduled during the first three (3) hours of the work or operations except with the agreement of the employee.

This rest period shall generally not be scheduled during the peak traffic hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m.

Conditions permitting, supervisors may, whenever possible schedule employee rest periods during the hours between 10:00 p.m. and 4:00 a.m. to ensure maximum benefit of the rest period to employees.

Section Four. Longer rest periods may be provided at the discretion of the supervisor during extended work or operations.

Employees assigned to perform extended Snow and Ice related duties shall receive a four (4) hour rest break, beginning with the second consecutive break.

Section Five. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such case, the supervisor shall arrange for any required relief personnel and shall arrange for the release of the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the time shall be charged to vacation, personal leave or earned time, at the request of the employee.

Article 53

Snow and Ice Premium Pay

Bargaining unit employees designated by the employer as having a snow and ice control or removal assignment shall be

paid a premium of one dollar and seventy cents (\$1.70) 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.
This premium pay will not be used in computing overtime payment.

Article 54

Exclusion from Hazardous Assignment

The following personnel involved in snow and ice removal or other emergencies shall be excluded from hazardous work following prolonged exposure to snow and ice work: Qualified Craft Worker (Electrician), Electronic Technician I, II and Lead Electronic Technician, and Department of Transportation Maintenance Crew Leader (Electrician).

All other personnel involved in snow and ice or other emergencies involving prolonged exposure to the elements will be assigned the least hazardous work available within their particular area of employment unless there is no such work available or there is more hazardous work which must be done.

Article 55

Vehicle Assignments/Phone Calls

Section One. Employees holding positions in the classes listed below who are assigned vehicles and who may be required by their appointing authority to respond to emergencies shall be entitled to garage their assigned vehicles at home during the life of this Agreement.

Transportation General Supervisor (Maintenance) (Bridge Maintenance) Transportation Supervisor (Highway Maintenance) (Bridge Maintenance)
Transportation Garage Supervisor
Transportation Equipment Repair Assistant Supervisor
Transportation Equipment General Supervisor
Airport Maintenance Supervisor
Building Maintenance Supervisor at Bradley International Airport
State Police Radio Technician

Section Two. The employer may allow other designated employees who are assigned State vehicles to garage their assigned vehicle at the State facility nearest to their home during the term of this Agreement.

Section Three. Nothing in this Article shall compromise the right of an appointing authority to allow certain designated employees the right to garage their assigned State vehicles at their homes, in accordance with State Travel Regulations during the term of this Agreement.

Section Four. Employees who are assigned vehicles and are allowed to garage those vehicles at home during the life of this Agreement in accordance with Section One above, shall not be compensated for making or receiving telephone calls.

Section Five. Employees who are not assigned vehicles but who must receive and make telephone calls from their homes shall be paid for actual time spent on such phone calls with the minimum being 15 minutes pay. This Section does not apply to employees who are ineligible for overtime pay or to employees who report for duty after such call(s).

Section Six. No employee shall be required to carry a response device outside the normal work hours without prior negotiation with the Union over such requirement as well as over working conditions.

(a) All Electronic Technicians employed by the Department of Public Safety shall be issued an electronic device to facilitate emergency call-ups during off duty hours.

(b) These employees shall not be considered to be on standby.

(c) No DOT/CAA employee shall be required to carry an electronic device the normal work hours without prior negotiation with the Union over such requirement, as well as over compensation and other working conditions. DOT/CAA employees who are issued electronic devices on a voluntary basis will not receive compensation for carrying electronic devices. It is not the intent of this paragraph to diminish or alter the State's responsibility to negotiate the issue of electronic devices in

any other agency.

(d) Within the University of Connecticut, University of Connecticut Health Center, Department of Mental Health and Addiction Services and the Department of Developmental Services management at local facility or site location may determine a requirement to designate individuals by job classification and function as on-call/standby status. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of \$1.00 per hour for each hour so assigned.

(e) Response devices shall be defined as an electronic medium able to communicate or direct employees, this shall include but not limited to cell phones, beepers, pagers, PDAs (i.e. blackberries and the like).

Section Seven. On Call Assignments

In full and final resolution of the claims raised in the prohibited practice complaint (Case No. SPP-25,543) and in order to specify the basic terms for future on-call assignments pursuant to the prior negotiation provision of Article 55 Section Six, the State and the Union agree as follows:

1. An agency or facility (hereinafter referred to as "agency") which determines a need for Maintenance (NP-2) employees to be placed on "standby" or "on-call" while off-duty (hereinafter simply "on-call") will identify in writing the job classification and function for the on-call assignment and the number of employees needed.
2. The agency may have one primary on-call individual (generally a supervisory employee) with a secondary employee(s) designated on-call during the primary's vacations or other absences. Alternatively, the agency may have the on-call responsibility shared by two or more employees who rotate the assignment on a weekly or biweekly basis. If an agency has determined a need for on-call assignments in several classifications or functions (e.g. electrical and plumbing Qualified Craft Workers; residential maintenance and wastewater treatment plant), the on-call assignments will be separately determined and handled.
3. The agency will solicit volunteers in writing within the designated classification(s) prior to assigning employees involuntarily. If there are insufficient volunteers, the agency will make the on-call assignment in the designated classification(s) and function based on inverse seniority. If more employees volunteer than initially requested, the agency may increase the number in the on-call rotation or with secondary assignment and/or the agency will select based upon seniority from among employees in the same classification who have permanent status in the classification.
4. The agency shall provide three (3) weeks advance written notice of a new on-call program to the Union and the affected employees.
5. While on-call, the employee will be provided with a response device as defined in Article 55, Section Six(e) (e.g. cell phone, beeper, pager, etc.) and will be expected to reply by telephone to a page or call within 15 minutes. The employee will be compensated for the on-call assignment as provided in Article 55, Section Six (d). If the situation requires a worker to report to the facility, the on-call employee would be expected to assess the situation and then report to the facility or contact another employee or employees to report to the facility to handle the situation.
6. An employee who is issued a response device for purposes of on-duty contact will not be considered as having an off-duty on-call assignment unless the employee is notified of the on-call requirement in writing. The fact that an employee is not required to turn in the response device at the end of the workday does not mean that the employee will be considered on-call. These provisions, however do not change the employee's responsibility to report for work in the case of emergencies, weather extremes, or other reasons if contacted via his/her personal phone number(s).
7. On-call employees who are required to report to work and those who are not on-call but who are required to work under paragraph 6 shall be compensated in accordance with Article 18, Section Sixteen (c).
8. An employee who volunteers for the on-call assignment and who fails to reply or to report when contacted without reasonable justification may be removed from the assignment. Employees will be notified of this provision either in the solicitation for volunteers or the notice of the on-call assignment or otherwise in writing prior to the instance which results in his/her removal from the assignment. After six months, the employee may apply to be reinstated to the on-call assignment. The decision to cancel or to not reinstate the employee's on-call status shall not be grievable or arbitrable.
9. An employee who is assigned the on-call requirement and who fails to reply or to report when contacted without reasonable justification may be subject to progressive discipline up to and including dismissal, which will be subject to appeal as provided in the NP-2 contract.
10. The decision to institute an on-call program and the designation of the number of employees, job classification(s) and function(s) to be assigned shall be the prerogative of the agency.
11. If an agency determines that the institution of its on-call program would require different terms than those described in this agreement, the agency will notify the Office of Labor Relations, which shall seek voluntary discussions with the Union. If no agreement is reached upon a different agreement or different terms, the agency's on-call program will follow the terms of this agreement.

12. These on-call procedures shall not apply to the Department of Transportation employees with voluntary beepers as described in Article 55, Section Six (c) or the Department of Public Safety employees issued beepers pursuant to Article 55, Section Six(a) and (b).
13. These on-call procedures shall not apply to any previously established on-call arrangements and procedures in the Department of Developmental Services, the Department of Mental Health and Addiction Services, or the University of Connecticut or to the expansion of those arrangements to other employees in those Departments, unless Department or UConn chooses to use these procedures for its on-call programs.

Article 56

Deferred Compensation

The State shall continue the present practice of providing deferred compensation plan alternatives for employees in the bargaining unit so that an employee may, by contract, defer in whole or part, to the maximum extent allowed under federal tax law, his/her compensation without income tax.

Article 57

Employees Expenses

Section One. An employee shall be reimbursed at the U.S. General Services Administration rate per mile for authorized use of his/her privately owned vehicle. The rate shall be adjusted within thirty (30) days of readjustment by the G.S.A. Reimbursement shall be made for miles traveled in excess of the normal commuting distance to and from the employee's permanent work station. Bargaining unit employees shall not be directed to use their personal vehicles for State business, except under extraordinary circumstances.

Section Two. (a) An employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast	\$ 5.00
*Lunch	\$ 7.00
Dinner	\$16.00
Miscellaneous	\$ 4.00

*Lodging to the maximum as provided on State Comptroller's listing.

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

*Applicable to out-of-state travel or when authorized in accordance with the Standard State Travel Regulations.

(b) The employer will reimburse the full amount of a single hotel room 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.

(c) The above rates shall remain in force for the life of the agreement, unless increased by the State.

Section Three. The State shall reimburse an employee for the cost of authorized long-distance telephone calls made on behalf of the State or provide the employee with a telephone credit card. Requests for reimbursement shall be submitted on approved forms, and reimbursement shall be promptly made.

Article 58

Damage to Personal Property

The Employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commissioner. Eyeglass frames and lenses shall be replaced in kind, if possible, or by items of equal value. The Employer will reimburse an employee for jewelry damaged in the performance of duty up to a maximum of seventy-five (\$75.00) dollars.

Employees may be represented by the Union in any proceedings before the Claims Commissioner.

Claims for damage of personal property by employees, except claims subject to Connecticut General Statute Sections 31-311 and 5-142, may be submitted to the Claims Commissioner, who shall have jurisdiction over such claims notwithstanding the provisions of Connecticut General Statute Section 19a-24.

Article 59

Volunteer Fire or Ambulance Duty

To the extent provided by existing policy, consistent with agency operating needs, an employee may absent himself/herself for volunteer fire, ambulance, or other emergency duty during his/her regular hours of work without loss of pay or benefits.

Article 60

Miscellaneous

Section One. The Union shall be responsible for printing a mutually agreed number of contract booklets. The State will reimburse the Union for one-half the printing cost, upon presentation of an itemized invoice for the actual printing.

Section Two. Where employee interest is expressed through the Union for a non-profit, self-supporting day care center for employee's children, the State shall cooperate to establish the same.

Section Three. Parking. Parking at no charge will be provided to employees within the limits imposed by available physical space. The responsibility for regulating and overseeing parking of private vehicles on State owned or leased property will be the responsibility of the employer.

Section Four. Personal Documents. Ordinarily the employer shall place documents of a personal nature, sent through interdepartmental mail, enclosed and sealed in an envelope to ensure confidentiality.

Section Five. Overpayments. When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six months shall refund the Employer at the rate of \$5.00 per pay period over six months).

In the event the employee contests whether he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved.

Section Six. License Fees. The Employer shall reimburse employees in all classifications, including but not limited to: Barbers, Hairdressers, Ferry Captains and Electronic Technicians for the cost of license required by the Employer as a condition of employment or otherwise necessary for execution of assigned duties, except that the cost of a Commercial Drivers License (CDL) shall not be reimbursed. The Employer shall not be responsible for penalties for late filing. Requests for reimbursement shall be processed upon presentation of a validated license and proof of payment.

Section Seven. When available and sorted at the work site, every effort will be made to distribute paychecks on Thursdays after 3:00 p.m. Where not currently distributed on Thursdays, the Union and the department will discuss the feasibility of new methods of distribution.

When a holiday occurs on a Thursday, efforts will be made to distribute the paychecks on Wednesday.

Section Eight. State Examinations. Employees shall be allowed time off with pay and without loss of earned leave time for the purpose of taking State merit system examinations at the appropriate center, provided due notice is given to the appointing authority. Time off with pay shall also be allowed when an employee is scheduled for a job interview as a result of being certified from a merit system list to another agency, provided due notice is given to the appointing authority.

Section Nine. Employees who are hired for 10 month positions in the NP-2 bargaining unit may elect to be paid over 12 months. Employees must make said election by August 15th utilizing a form to be created by their employer.

Section Ten. Mutual Aid

- 1) Annually, prior to November 1, the employer may solicit a list of volunteers for "Mutual Aid" assistance in the event that such aid is needed by any State, Municipality, or other entity. Such list shall be maintained in seniority order.
- 2) Upon activation of a Mutual Aid event, the employer shall assess the nature of the operation and determine what assistance if any will be provided in terms of staff and equipment. Based upon an assessment by the employer to send aid, the employer shall assign those employees, in rotational seniority order to the extent practicable, who normally operate the selected/speciality equipment or who possess certain skill sets from the facility or facilities designated to provide such aid. The Mutual Aid volunteer list shall not be interpreted to restrict management's

rights in any manner.

- 3) Any overtime hours worked by employees who perform mutual aid shall be reported back to their facility for purposes of overtime equalization.

Article 61

Indemnification

Section One. During the life of this Agreement the Employer will continue to indemnify persons covered by this Agreement to the extent provided by Section 4-165, 10-235 and 19-5a of the Connecticut General Statutes.

Section Two. In deciding whether to provide counsel to an employee being sued, the question of whether such employee was acting within the scope of his/her employment and not in a willful or wanton manner shall be considered consistent with the purpose of the indemnification statutes and sympathetically resolved in favor of the employee. Should the decision be made not to provide counsel, such decision shall be subject to expedited arbitration, and the arbitrator shall use as the criteria the standards in the above sentence.

In cases where the State is also a defendant and where there is a conflict of interest on the part of the attorneys for the State, the employee may request the State to provide reasonable attorney's fees for private counsel. Disputes shall be subject to expedited arbitration.

Article 62

Supersedence

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation or policy directive shall be deemed a preemption only of those sections specifically addressed in the provisions of this Agreement. Accordingly, those sections of written policies promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, and the Agency Head Designees or agent of the Governor shall be deemed superseded if addressed by specific provisions of this Agreement. The State will bargain collectively to the extent required by law before implementing any change in written policies involving wages, hours, and conditions of employment promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, or Agency Head Designee or agent of the Governor that are not otherwise superseded by this Agreement, notwithstanding any contrary provision of the Entire Agreement Article.

The parties will jointly prepare a Supersedence Appendix for submission to the Legislature for approval.

Article 63

Legislative Action

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

Article 64

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. Upon issuance of such a decision, the employer and the union shall immediately negotiate a substitute for the invalidated provision only.

Article 65

Duration of Agreement

This agreement shall be effective on July 1, 2016 and shall expire on June 30, 2021.

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 Connecticut General Statute, Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

NEW WAGE SCALES TO BE CREATED PER TERMS OF 2016-2021
CONTRACT BEFORE FINAL PRINTING

**Addendum A
(Information and Dues)
Stipulated Agreement
Between
State of Connecticut
and
Connecticut Employees Union Independent (NP-2)**

The State of Connecticut (hereinafter referred to as the "State") and the Connecticut Employees Union Independent (NP-2) (hereinafter referred to as "CEUI" or the Union) hereby agree as follows in supersedence of the ADDENDUM A contained within the 2005-2008 NP-2 Agreement.

WHEREAS, the State of Connecticut (State) and the Connecticut Employees Union Independent (CEUI or Union) have been parties to a series of collective bargaining agreements beginning in 1979 and continuing to the present, and
WHEREAS, said collective bargaining agreements have required the State to deduct union dues and fees from bargaining unit members' paychecks and to forward such deductions to the CEUI, and
WHEREAS, said collective bargaining agreements have required the State to provide the CEUI periodically with reports of bargaining unit members, their personal status and related information, and
WHEREAS, the CEUI has filed various individual grievances against specific State agencies identified below; and
WHEREAS, the parties have agreed in full and final settlement of the claims raised in these grievances to the following:

1. Effective the fifteenth of each month or the first work day thereafter, the Department of Administrative Services (DAS) agrees to make available on CD and hard copy for pickup by CEUI the following CORE-CT generated reports in EXCEL spreadsheet format:
 - a. **NP-2 Monthly Dues Report** containing NP-2 dues information organized under the following column captions for all employees in NP-2 bargaining unit job classifications: *Agency Number; Agency; Employee Name; Employee ID Number; Pay Period End; Trans Code; Dues Deduct and Hrly Rate;*
 - b. **NP-2 Monthly Activity Report** containing employment status information organized under the following column captions for all employees in NP-2 bargaining unit job classifications: *Employee Name; Effective Date; Action Date; Reason; Seq. Number; Agency; Agency Number; Work Location; Job Title; Employee ID Number; Empl Rcd Number; Social Security Number; Appt. Type; Probation Date; Full/Part; Reg/Temp; Hrs/Wk; Sal Plan; Grade; Step; Hrly Rate; Job Entry Date;*
 - c. **NP-2 Statewide Address List** containing the following information organized under the following column captions for all employees in the NP-2 bargaining unit job classifications who have experienced an address change: *Employee ID Number; Employee Name; Title; Agency Number; Agency; Work Location/Division; Effective Date; Address; City; State; Zip Code;*
 - d. **NP-2 Workers' Compensation and Unpaid Leave History** containing the following information organized under the following column captions for all employees in the NP-2 bargaining unit job classifications who have experienced a workers' compensation absence or unpaid leave: *Agency; Agency Number; Name; Empl Number; Empl Rcd Number; Eff Date; Seq. Number; Action Date; Reason.*
2. The above Reports mirror those that were provided to the CEUI on a pilot basis for several months in 2007 prior to the signing of this Agreement. These Reports shall be provided to the CEUI on CD and hard copy and are in replacement of the manual, Agency generated monthly reports that DAS has been compiling and submitting to CEUI.
3. If the CEUI identifies concerns with the required information and submits a description of such concerns to the State, there shall be a prompt meeting between the State and the CEUI to address these concerns.
4. This Agreement is not intended to modify or otherwise affect information that the CEUI may be receiving directly from the Office of the Comptroller.
5. The State and the CEUI may also discuss and mutually agree in writing upon an alternative manner of transferring the information contained within the above referenced Reports from the State to the Union.
6. Should either CEUI or the employing Agency believe that the union dues/fees of an employee have not been deducted correctly, that party shall notify the other of such in writing, indicating the employee's name and the specific nature of the problem. Upon Agency verification of the problem the Agency shall arrange for corrective action with the CEUI and the employee. For example, an employee whose dues have been under-deducted by \$1.00 for six (6) pay periods shall have \$1.00 extra, in addition to the correct dues deduction, for a period of six (6) pay periods.
7. In the event the Agency, including the DAS, intentionally, arbitrarily, or through gross negligence fails timely to provide the information under this Agreement, the State shall be liable to the CEUI for damages incurred by the

Union in applying or enforcing the terms of this Agreement. The Union shall be entitled to file a grievance over such issue(s) directly to Step III under the provisions of the NP-2 unit contract. Any arbitration hereunder shall be expedited. To the extent that the State experiences prolonged system failure that interferes with the State's ability to timely generate the Reports, the State shall notify the Union in writing of the issue as soon as it becomes aware of it, including the date of anticipated compliance. To the extent possible, the State will take measures to provide the information in an alternative format until the system is corrected. Under these circumstances, the State shall not be held in violation of this Agreement.

8. In lieu of current contract language the provisions of this Agreement shall supplant Addendum "A" and the language in the parties' labor agreement, effective upon execution of this Agreement as follows:

TOPIC:

Provision of Information

Contract Provision:

Art. 7, Sec. 10, Para 2a, b, c

Improper dues deduction correction

Art. 6, Sec. 10, Para 4

9. This Agreement is admissible in future proceedings. This Agreement shall not be construed as any admission of any statutory or contractual violation by the State or its agencies
10. This Agreement shall be effective upon signing, and shall be incorporated into the successor agreement to the 2005-08 NP-2 Contract and shall continue in full force and effect unless modified or discontinued by mutual agreement of the parties.

**Memo of Understanding
Workfare Supervision**

- (1) All DOT Maintainer 1's and 2's assigned to supervise workfare shall be paid on a "Q" as a DOT Maintainer 3.
- (2) After six months of continuous (over 50% Q-Item) service as an workfare supervisor, a DOT Maintainer 1 or 2 shall be submitted for reclassification on a durational basis to DOT Maintainer 3; retroactive to the beginning of the assignment; or 30 days prior to the filing of any such grievance at Step 1: but in any event, no earlier than March 6, 1993.
- (3) The employee shall remain in this classification until such time as (a) the Workfare Program is canceled or curtailed, or it becomes generally inactive at a particular garage, or (b) the Department determines the employee cannot nor should not carry out the assigned duties any longer, or (c) the employee requests removal/reassignment from the Program. At that time, the employee shall be reassigned to his/her previous permanent classification.
- (4) When such assignment is anticipated, the DOT shall post the assignment for no less than 10 days. Posting/selection process shall be the same as in Section A, but with the applicant pool limited to the garage involved. If there are no acceptable applicants for this assignment at the garage, the posting will be extended to all garages under the Manager's jurisdiction and the workfare van will be garaged at the facility where the selected applicant normally works.
- (5) While in durational status, the employee may apply for transfer to postings at his/her previous permanent levels only but may apply for promotional postings at any higher levels as per the governing provisions of the NP-2 Contract and this Agreement.
- (6) Employees assigned to this program shall sign a statement acknowledging the above provisions.
- (7) Employees who are supervisors in the Workfare Program will receive an unpaid lunch period whenever they are assigned a workfare. However, if employees are required to continue supervision of the workfare crew during lunch period, they shall be paid for such.
- (8) When the program is enlarged, the Department will notify the Union.

This language has been in effect since 1993.

The above Workfare Supervision Agreement is applicable to both the Department of Transportation (DOT) and the Connecticut Airport Authority (CAA) for job classifications currently (effective November 29, 2013) referred to as Transportation Maintainer 1, 2, & 3.

**Agreement
Between
The State Of Connecticut
And
The State Coalition On Pay Equity**

PREAMBLE

The following agreement is reached pursuant to Connecticut General Statute 5-200c which requires that all inequities, including sex based inequities identified by the Objective Job Evaluation study be eliminated. The parties agree that equity is established based upon the new maximum salaries for each classification. This long standing legislative goal which originated based upon a 1979 review is hereby achieved. This agreement also allows all parties to determine the best method of preparing for the future role of state government. In particular, through this agreement, the parties affirm their commitment to ensuring that the personnel structure and the classification system appropriately address the needs of the public and its employees. Pursuant to that goal, the parties also have extended the Placement and Training Committee which has successfully provided a mechanism through which employees can make the transition from a declining area of employment to an area of service to the state.

GENERAL PROVISIONS

SECTION ONE - JOINT COMMITTEE ON REDESIGNING STATE EMPLOYMENT

A. As soon as possible following legislative approval of this Agreement, a Joint Labor/Management Committee on Redesigning State Employment shall be convened. The committee shall have twelve members. The members shall include six members appointed by the Governor and six members selected by SEBAC. The committee shall have two co-chairpersons. One chairperson shall be selected from the appointees of the Governor and the other chairperson from those selected by SEBAC.

B. The committee shall review the State's classification system and shall make recommendations to the General Assembly on April 1, 1995. The areas to be covered shall include, but not be limited to, reducing the overall number of classes; eliminating (to the extent possible) one incumbent classes; establishing career ladders that address the concerns of the Upward Mobility Committee and individual bargaining units; promoting flexibility in work assignments; genericizing classes/series; standardizing job specifications formatting/language; exploring new job designs that provide for better service delivery and increase job satisfaction; the role of unions and management in job design; and the future role of the placement and training committee. The committee shall consult with the Upward Mobility Committee and bargaining units representatives as part of its review process.

SECTION TWO - MAINTENANCE OF THE PAY EQUITY SYSTEM.

B. The Objective Job Evaluation unit in concert with the Master Evaluation Committee will complete an evaluation for new jobs in accordance with the Willis Point Factor Evaluation system. Once the class has been filled by an employee for at least 12 months, the agency and the Union will be notified by the Objective Job Evaluation unit that an evaluation review of the job will take place. The salary group will be established as "temporary" pending the formal Master Evaluation Committee review after a permanent incumbent has been in the job for twelve months. After that formal review the salary group will be re-adjusted up or down to its appropriate place on the line. If the points indicate that the salary group should move down, current incumbents will remain in the salary group that they were hired in and will move through the maximum of that salary group; future incumbents will be hired in at the appropriate salary group. If the points indicate that the salary group should move up, current incumbents shall be upgraded and the classification shall be placed in the higher salary group.

In the case of a bona fide emergency (e.g. health, safety, public welfare, immediate loss of funding), a new class may be processed without a formal Master Evaluation Committee review. The Objective Job Evaluation unit will be notified when there is a bona fide emergency and will prepare a preliminary evaluation for the class.

If a position is assigned to a point score higher than those contained in the appropriate unit agreement, the position shall be assigned a salary group based on the pay line formulas used to establish the point breaks contained herein.

C. Class Re-evaluation Hearing Process for Classes Studies under the Willis Point System.

1. The Union but not an individual employee shall have the right to appeal in writing to the director of the job evaluation unit by submitting a complete description of those changes in job content/working conditions that would be significant enough to affect evaluation.

2. When there is a determination by the OJE unit that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the director will schedule an MEC hearing within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.

3. If the director determines that there are not significant enough changes in the job content/working conditions, the OJE unit will notify the agency and the Union.

(a) The Union (except P-5, NP-5, P-3A, P-3B and P-4 which shall be covered by paragraph b) have the right to appeal the determination of the OJE director to a mutually agreed upon arbitrator or permanent umpire who shall be experienced in public sector position classification and evaluation. He/she shall base his/her decision on the following criteria:

- (i) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.
 - (ii) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation Committee for evaluation.
- (b) P-5, NP-5, P-3A, P-3B and P-4 class re-evaluation contract language specified in their existing collective bargaining agreements shall govern if the OJE unit finds that the changes in job content/working conditions are not significant enough to affect evaluation points.
4. The results of an Master Evaluation Committee class re-evaluation hearing are considered to the final evaluation for that appeal.

D. Master Evaluation Committee Composition.

There shall be a Master Evaluation Committee comprised of Union and Management representatives of classes that fall under the scope of the Master Evaluation Committee. Each interested bargaining unit which represents such classes may appoint the representative and an alternate for that representative to the Master Evaluation Committee. The state may be equally represented on the Master Evaluation Committee with a minimum of three representatives. All members shall be trained and qualified in the application of the Willis Point Factor Evaluation System. Members will make every effort to regularly attend Master Evaluation Committee meetings. The Objective Job Evaluation unit will notify the appropriate bargaining unit if that bargaining unit is not represented at two consecutive meetings. Bargaining union members serving on the Master Evaluation Committee will suffer no loss of pay or benefits as a result thereof.

E. Objective Job Evaluation Advisory Committee

The Objective Job Evaluation Advisory Committee shall meet upon request of any member thereof.

F. Classification Audit System

All classes that fall under the scope of the Objective Job Evaluation program will be systematically reviewed every five (5) years and, where there have been changes in job content, the job classification will be up-dated. The classes will be re-evaluated if there has been a significant enough change in the class responsibilities or working conditions to affect evaluation points.

The first classes to be studied and implemented under this review will be any classes covered in the NP-3 and P-2 studies. Because of a lack of an appeal process, NP-3 and P-2 classes will have their benchmarks re-evaluated by the Master Evaluation Committee.

G. Job Design

The Willis system can be used to evaluate jobs in a variety of classification structures other than the traditional hierarchical structure. Individual bargaining units may negotiate clinical or diagonal job ladders, stipends, or other structures using a baseline evaluation for the "Working Level" job in the series.

SECTION THREE - PLACEMENT AND TRAINING COMMITTEE

- A. The parties reaffirm their commitment to maximize employment opportunities for State employees and to mitigate the impact of layoffs which may occur.
- B. Except as modified below, the parties agree to continue the placement and training program as provided for in SEBAC 3.
1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.
 2. The joint labor/management committee established under this Agreement to review the State's classification system shall make recommendations on the future role of the placement and training program.
 3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over-outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.
 4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.
 5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of

Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

SECTION FOUR - EQUITY

A. Effective on each employee's anniversary date during the 1995/96 fiscal year, prior to the application of their annual increment, if any, their salary grade shall be adjusted based upon the appended objective job evaluation point breaks applicable to their bargaining unit. The salary grade adjustment shall be made based upon the round up method, i. e. the individual shall be placed in the new salary grade at the step closest to but not less than her/his current salary.

B. Those employees on step one of their salary grade at the time their classification is upgraded, pursuant to this agreement, shall remain in their current salary grade until their next anniversary when they shall move to the newly assigned salary grade through the round up method defined in section 4.A above.

C. Notwithstanding Section 4.A, employees who are hired on or after June 23, 1995 shall be hired at step one of the classification's salary grade prior to this agreement and shall move with employees on step one as provided in Section 4. B.

D. All employees hired after December 20, 1996 shall be hired at the pay grades delineated in the appendices.

E. Notwithstanding Section 4.B, employees who are hired prior to July 1, 1994 and who as a result of a promotion are on step one of their salary grade on their anniversary date in fiscal 1995/96 shall be upgraded, pursuant to this agreement, on that anniversary date by an amount equal to one half of the difference between their current step one and the appropriate step one based upon this agreement. On their subsequent anniversary date, the employees shall be moved to step one of the higher group.

F. Shift, Weekend, or Overtime Differentials

Any classification currently eligible for overtime, weekend, or shift differential payments shall continue to be eligible for same upon the implementation of this Agreement. The purpose of this section is to ensure that no employee's entitlement to overtime, shift, or weekend differentials, is diminished as a result of this pay equity agreement.

G. Working Conditions

All bargaining units shall be allowed to negotiate stipends for working condition issues.

H. Red Circled Classes

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

I. Recruitment and Retention

1. Recruitment and retention issues may be addressed in negotiations for a successor collective bargaining agreement in any collective bargaining unit.

2. During the term of a collective bargaining agreement, if either party believes a recruitment and retention issue exists which is not covered by the terms of the collective bargaining agreement, the parties will meet and discuss the issues and options for the resolution of the matter. To determine whether a recruitment and retention issue exists, the parties shall be guided by, but not limited to, the criteria set forth in Appendix A.

3. If the parties reach an agreement over recruitment and retention issues during the term of a collective bargaining agreement, any adjustments in pay shall be effective and implemented on the date specified by the parties.

J. Downgradings

No classification or individual shall be downgraded or red circled as a result of the implementation of the Objective Job Evaluation Study.

SECTION FIVE - LONG TERM EQUITY

In July 2005 a committee shall be convened which shall report on the status of pay equity. This report shall be made to the Governor, the General Assembly, and all state employee union representatives. This committee shall determine if any inequities based upon the race or gender of position incumbents has been reestablished. The committee shall be comprised of six appointees of the state employee bargaining agents, six appointees of the Governor, and six appointees of the General Assembly.

SECTION SIX - DISPUTES AND ARBITRATION

A. Disputes Regarding General Provisions

1. There will be a labor-management review committee consisting of two representatives of the unions which are signatories to this Agreement, who shall be designated by the unions representing a majority of the bargaining units and a majority of state employees, and two representatives of the State employer.

2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties can not agree to an arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

B. Unit Specific Disputes

Disputes regarding the interpretation or application of this agreement to a specific bargaining unit shall be grieved under that bargaining unit's collective bargaining agreement.

Section Seven - Duration

This agreement shall be effective upon approval by the Connecticut General Assembly.

This agreement shall continue in full force and effect unless modified by mutual agreement of the parties or by individual bargaining agreements which specifically provide for a supersedence of the coalition agreement.

The following Objective Job Evaluation point to pay grade assignments shall be effective beginning June 23, 1995 and as provided for in Section-4 of this agreement.

GRADE	POINT RANGE	
6	0	73
7	74	88
8	89	101
9	102	110
10	111	118
11	119	126
12	127	137
13	138	148
14	149	166
15	167	179
16	180	195
17	196	207
18	208	225
19	226	241
20	242	259
21	260	273
22	274	287
23	288	306
24	307	327
25	328	350
26	351	375
27	376	402
28	403	419
29	420	435
30	436	460
31	461	487
32	488	514
33	515	541
34	542	568
35	569	594

This language has been in effect since 1990.

**Memorandum Of Agreement
SEBAC V**

This Agreement is made by and between the State of Connecticut ("State") and the State Employees Bargaining Agent Coalition ("SEBAC"), for the following purposes:

to modify the agreement between the parties known as SEBAC IV dated May 26, 1995 as approved by the legislature.
to effect changes in the current pension agreement between the parties and to comply with the reopener provisions of SEBAC IV;
to modify health insurance provisions of the current pension agreement as may have been changed through the Health Care Cost Containment Committee ("HCCCC");
to permit negotiations and arbitration over an early retirement incentive program and other related issues;
to permit negotiation and arbitration over domestic partners after January 1, 1999.

1. PENSION PROVISIONS

FUNDING

Past Service Liability. The maximum amount the State's contribution could be reduced for the unfunded past service liability for the 1998-99 and 1999-2000 fiscal years as provided in the SEBAC IV Agreement shall be eliminated. For the fiscal year period beginning July 1, 1998 through June 30, 2017, the Retirement Commission shall determine all past service liability contributions by utilizing the level percent of payroll method of funding. The fact that all past service liability contributions are based upon the level percent of payroll method of funding for the period 1998 through 2017 will not be utilized by either party to advance its position in any arbitration following the expiration of this agreement on June 30, 2017.

Spending Cap. If statutory changes are required dealing with the Expenditure Cap in order that the level percentage of funding method does not adversely impact the Expenditure Cap, the parties will jointly seek to effectuate such changes.

Actuarial Certification to coincide with the Biennial Budget period. Beginning with the 1999-2001 biennial budget, the Retirement Commission shall, on or before December first preceding each biennial budget, for the two years of the next succeeding biennial budget certify the required contribution amount to the general assembly.

Resetting of Assets to Market Value. Effective with the June 30, 1996 actuarial determination, the actuarial value of assets shall be reset equal to the market value. The asset value shall then phase-in to the five-year average asset method over the ensuing four years. The increase in actuarial asset value as a result of this restart shall be identified as a separate actuarial gain and shall be used to further reduce the annual unfunded past service liability determined above. This reduction shall be calculated to amortize the asset gain over the 35 year period commencing June 30, 1997 as a level percent of pay. The initial year's reduction shall apply to fiscal year 1997-98.

Amendment of C.G.S. §5-156a. Effective upon ratification of this Agreement by the General Assembly, Connecticut General Statutes §5-156a shall be amended to incorporate the funding changes agreed to by the parties.

SERVICES PERFORMED UNDER A PERSONAL SERVICES OR SIMILAR AGREEMENT. When an employee presents a claim to the Retirement Commission that services performed under a personal services or similar agreement constitute state service for the purpose of retirement, the Retirement Commission shall continue to apply its standards in making this determination. If the service constitutes state service, the employee shall be granted credit for service for the purpose of retirement. The payment of the contribution, if any, required of the employee shall be determined as if the individual was a state employee at the time the service was performed. Provided, however, if the personal services or similar agreement contains a rate of pay reflecting additional compensation in recognition of exclusion from the State's benefit plans, the Retirement Commission shall not grant credit for such service.

FIVE (5) YEAR VESTING: Effective July 1, 1997, the vesting requirement of Tier II set forth in C.G.S. 5-192o(b) shall be changed to a minimum of five (5) years of actual state service. All other service requirements to receive pension benefits under Tier I and II shall remain unchanged.

TIER IIA: A new defined benefit pension plan shall be established for employees who are employed or reemployed on and after July 1, 1997. It shall be the same as the present Tier II plan, except as provided herein. Nothing in the agreement is intended to vary the provisions for bridging service which currently exist in the Tier I and Tier II plans. The vesting requirement under Tier IIA will be a minimum of five (5) years of actual state service. The ability to receive credit for certain types of nonstate service is the same as Tier II. Provided, however, the employee must pay the amount determined under the formula set forth in Tier I for the purchase of the applicable service. The COLA formula in Tier IIA is the same as set forth in VI. C. provided, however, an employee must have at least ten (10) years of actual state service or directly makes the transition into retirement in order to be entitled to receive a COLA. Employee contributions are required under Tier IIA. For hazardous duty members, the employee contribution shall be five percent (5%) of the

employee's salary and for nonhazardous duty members, the contribution shall be 2% of compensation. Effective upon ratification of this Agreement by the General Assembly, Connecticut General Statutes shall be amended as provided in Appendix B.

PRETAX PENSION CONTRIBUTIONS: Effective July 1, 1997, employee contributions to the State Employees retirement system, regardless of which tier the employee is a member, shall be made on a pretax basis as allowable under IRC § 414(h). The Retirement Commission and/or the Retirement and Benefit Services Division shall take whatever steps are necessary to accomplish this result.

COST OF LIVING ADJUSTMENT:

Effective Date for Tier I and Tier II members. The parties have agreed to change the cost of living adjustment (COLA) provisions of Tier I and Tier II to the provision outlined in subsection D. below effective for employees retiring on and after July 1, 1999. Employees who retire from July 1, 1997 through June 1, 1999 shall have the irrevocable choice of existing, applicable COLA formula or the revised formula presented below. The Retirement and Benefit Services Division shall develop a form which clearly explains the difference between the formulas. Each member retiring during the above window shall sign the Division's form prior to the effective date of retirement selecting one COLA formula and waiving the other. The Retirement Commission shall not have authority to change the selection of any such member. In the event that a member fails to make a selection, the current three percent (3%) formula shall be utilized in determining the COLA adjustment for such member.

Recertification. As a result of the change in the formula utilized for Cost of Living Adjustments, utilizing a four percent (4%) assumption, the Plan's actuary shall recertify the amount of State Contribution required for the next fiscal year (1997-98).

Tier IIA. The Cost of Living Adjustment applicable to Tier IIA members shall be the formula outlined in subsection D below.

Revised Cost of Living Formula. The revised Cost of Living for employees eligible shall be a two and one half percent (2.5%) minimum with a six percent (6%) maximum. The determination of amounts in excess of the 2.5% guaranteed amount shall be calculated utilizing a formula wherein increase shall be sixty percent (60%) of the increase in the CPI through six percent (6%) and seventy-five percent (75%) of the increase in the CPI over six percent (6%). In no event shall the COLA be less than 2.5% or greater than 6.0%. The CPI shall be defined as that utilized by the Social Security Administration on June 29, 1996.

HAZARDOUS DUTY RETIREMENT GRANTED UNDER THE 1988 PENSION AGREEMENT. Any classification which was granted inclusion in Hazardous Duty Retirement granted by the arbitrator under the specific terms of the 1988-1994 Pension Arbitration Award shall not be required to contribute at the hazardous duty rate for service prior to January 12, 1990. Additionally, the increase in contribution rate for hazardous duty retirement under the terms of the 1988-1994 Pension Award shall be effective on January 12, 1990 for employees covered on that date. A hazardous duty contribution shall be required for all service performed in such classification after such date.

LEAVES GRANTED UNDER SEBAC II. Assuming appropriate documentation of said leave is received in the Retirement and Benefit Services division, any member who did not receive credit for leaves granted or agreed to under the terms of the SEBAC II agreement shall be granted such credit if required employee contributions are made.

TERM: Unless specifically provided otherwise herein, the parties hereby agree that the State Employees Retirement System shall not be changed through June 30, 2017 unless mutually agreed by the parties, with the exception of the pension changes which the parties discussed and will resolve as a part of these negotiations. Such changes will be made a part of this agreement.

3. GENERAL PROVISIONS

I. EARLY RETIREMENT INCENTIVE PROGRAM: Nothing in this Agreement shall preclude the parties from initiating interim bargaining on early retirement incentive programs and related issues.

II. CODIFICATION: The parties have agreed to submit the language of the Pension Agreement in statutory form to the Legislative Commissioner's Office for codification in the Connecticut General Statutes.

III. DOMESTIC PARTNERS: The issue of whether and how domestic partners should be covered by pension and welfare benefits shall be the subject of contract reopener negotiations and arbitration to begin on or about January 1, 1999. SEBAC shall contact the State thirty (30) days prior to the date it wishes to begin such negotiations.

IV. PLACEMENT AND TRAINING FUND: If the balance in the Placement and Training Fund falls below \$1.0 million, the Placement and Training Agreement which was negotiated between the parties as part of SEBAC III shall be subject to negotiations.

V. ARP CASHABILITY RESTRICTIONS: Any current restrictions contained in the plan on the ability of a member of ARP who has left state service to receive their ARP account shall be removed. This is not intended to change an Internal

Revenue Service or other federal or state law which restricts the payout of this type of benefit.

VI. REEMPLOYMENT RIGHTS OF EMPLOYEES WHO ELECT TO RETIRE AND RECEIVE A RETIREMENT BENEFIT TO AVOID LAYOFF OF A FELLOW EMPLOYEE: Any employee who elects to retire and receive a retirement benefit in order to avoid the layoff of a fellow employee shall have reemployment rights as provided in their contract, SEBAC III and under the Connecticut General Statutes, as if they had not elected to retire and receive a retirement benefit. Such employee shall be entitled to waive reemployment rights by signing a clear waiver of such rights and filing the same with either the Placement and Training Committee or his/her last employing agency.

VII. INSURANCE COVERAGE AS A RESULT OF A VALID JOB SHARING AGREEMENT: In the event two employees execute a valid job sharing agreement, the job sharing agreement shall not in any way adversely impact each employee's ability to qualify for medical insurance when he/she retires, unless the employee(s) and their collective bargaining representative expressly waive his/her right to medical insurance. Additionally, it shall not have any effect on an employee's ability to qualify for medical insurance as an active employee, unless the employee(s) and their collective bargaining representative expressly waive his/her right to medical insurance.

VIII. RETIREE INSURANCE FOR EMPLOYEES HIRED ON AND AFTER JULY 1, 1997: An employee who is hired on and after July 1, 1997 must have at least ten (10) years of actual state service to be eligible for insurance as a retiree. Such an employee who terminates state service and does not immediately begin to receive his/her pension shall be entitled to the same health insurance benefits as active employees receive at the time he/she begin to receive pension payments. Provided, however, laid off employees and employees who leave state service because there is not a fair assurance of continued employment shall be treated like employees who transition immediately into retirement and not as deferred vested employees.

IX. INCREASE IN THE MONTHLY RETIREMENT BENEFITS OF CERTAIN FULL TIME EMPLOYEES: Employees who were employed on a full time basis and who had twenty-five (25) [twenty (20) years of hazardous duty service for hazardous duty members] years of state service at the time of their retirement prior to June 1, 1997 whose monthly retirement benefit is less than \$900 per month at the time the Medicare Risk program is implemented may have their monthly benefit increased. The increase shall be implemented when the Medicare Risk program is implemented. The parties agree to have up to \$3.0 million from the Pension Fund allocated on a one time basis for the purpose of increasing such benefits. The \$3.0 million amount is designed to represent the entire cost of providing this benefit and not just the one year cost. The parties shall suggest one or more alternative formula to the Plan's actuary. The Plan's actuary shall calculate the amount of increase which can be provided to such retired employees and shall certify the amount to the parties. This increase as selected by the parties shall be available to such retired employees only and shall not increase the monthly amount of any such retired employee over \$900 per month.

X. ACTUARIAL QUALIFICATION: An actuarial trustee may either be a member of the Fellow of the Society of Actuaries or the Conference of Consulting Actuaries.

XI. PURCHASE OF FURLOUGH TIME: To the extent not already purchased, employees shall be permitted to purchase any furlough or temporary layoff time served as a result of the provisions of any SEBAC II agreement, the October Expense Reduction Plan or the Emergency Furlough days in July, 1991.

MISCELLANEOUS ISSUES: The parties have had discussions regarding the following issues. Changes in these areas will be implemented upon mutual agreement of the parties: the offset of disability retirement benefits for outside employment under Tier II and II. A payment of a benefit during the pendency of certain disability retirement claims a method to simplify the calculation of service claims of mistake due to the October 1, 1985 deadline.

XIII. PURCHASE OF RETIREE HEALTH INSURANCE FOR PART-TIME EMPLOYEES AND THE SPOUSES OF DECEASED RETIRED STATE EMPLOYEES: Part-time employees and the spouses of deceased retired state employees not otherwise eligible to receive retiree health insurance from the State shall have the right to purchase retiree health insurance under the COBRA plan. The rules applicable to the payment of the premium for such insurance shall be governed by the Retirement and Benefit Services Division.

XIV. EFFECTIVE DATE: Except as specifically otherwise provided herein, the provisions of this agreement apply to employees who leave employment with the State of Connecticut effective on and after July 1, 1997. Employees who terminated, died, retired or otherwise ceased to be employees of the State of Connecticut shall have their pension and welfare benefits determined on the basis of the plan provisions in effect at the time they ceased to be employed by the State of Connecticut. Changes in benefits and entitlements shall be effective July 1, 1997, except as specifically otherwise provided herein. The parties acknowledge that the benefits of retired employees may be altered only by mutual agreement of the parties.

XV. SUCCESSOR NEGOTIATIONS: The provisions of the Pension Agreement or any general statute or public act or special act to the contrary notwithstanding, the State agrees to bargain with SEBAC over a successor to the Pension Agreement, on matters which are mandatory subjects of bargaining. Negotiations shall commence on or about September 1, 2016 and shall be conducted in accordance with the provisions of the State Employee Collective Bargaining Act in effect as of January 1, 1997, including, but not limited to the provisions of the Act concerning impasse resolution, mandatory subjects of bargaining, legislative approval of any agreement or arbitration award. In such negotiations, the negotiated changes in contributions for the unfunded accrued liability shall not be asserted by either party as a basis for reduction in pension benefits.

This language has been in effect since 1996.

**Memorandum Of Agreement
Between
State Of Connecticut And SEBAC
Placement And Training**

The above-mentioned parties hereby acknowledge their mutual agreement on the following matters relative to eligibility for placement and training of individuals in State employment pursuant to SEBAC 3 as amended including the SCOPE agreement:

1. Where it has been determined through administrative and/or legislative action that a layoff will occur, the affected union(s) and the employee(s) that are at risk for layoff will be given notification to the earliest extent practicable. Once the additional notification is provided, the affected state employees' unions will have a period of seven (7) days to decide if their members may participate in the SEBAC Placement and Training process as described below. This will not preclude the State from filling a bargaining unit vacancy in accordance with existing merit system rules and regulations. If the affected employee's union elects to participate in the process, the employee will have a period of fourteen (14) days to make application for employment opportunities through SEBAC Placement and Training process. If an employee accepts a placement in a position through the SEBAC process, he/she will be considered to have waived all transfer and bumping rights normally available to an employee under the terms of their applicable union contract's layoff procedure. The use of this procedure shall not impair an employee's contractual right to transfer to a vacant bargaining unit position based upon seniority. The State and state employee's unions shall work out protocols, so that employee's collective bargaining rights are not impaired or diminished by this new procedure. It is also further understood that the rights of employees as provided for in SEBAC 3 as amended including the SCOPE agreement will not be impaired nor diminished by this section.

2. If an agency or SEBAC employee indicates the need for further training to fully qualify as a precondition to employment, the Placement and Training Committee will be immediately notified to review the need and expenditure of training funds for the hiring agency. SEBAC employees that are accepted by an agency may be placed in a vacant position if he/she has the potential to be fully qualified after three (3) months. Agencies, to the earliest extent possible, will be advised by the SEBAC Placement staff of employees that could qualify, with appropriate training.

3. SEBAC employees who are employed at the time of layoff in a full time capacity, will not be removed from SEBAC list(s) for a period of up to three (3) years for accepting a part time, durational, temporary, job sharing, intermittent or a lesser paid full time position. At the end of the three (3) years period, any employee who has not been reemployed in a full time permanent position at comparable pay to the position they were laid off from will be placed in an inactive status. They will be removed, however, from the SEBAC list(s) if they accept full time permanent employment by exercising their contractual reemployment right or their SEBAC rights to a comparable paid position. If a SEBAC candidate accepts a lesser position, they will remain in SEBAC for only those positions they are deemed qualified to fill above the position they accepted.

SEBAC employees who are employed at the time of layoff in a part time capacity, will not be removed from SEBAC list(s) for a period of up to three (3) years for accepting a durational, temporary, job sharing, intermittent or a lesser paid position including a position with fewer hours per week. At the end of the three (3) year period, any employee who has not been reemployed in a full time permanent position at comparable pay to the position they were laid off from will be placed in an inactive status. They will be removed, however, from the SEBAC list(s) if they accept full time permanent employment by exercising their contractual reemployment rights or their SEBAC rights to a comparable paid position. If a SEBAC employee accepts a lesser position, they will remain on SEBAC for only those positions they are deemed qualified to fill above the position they accepted.

4. Employees who volunteer to be laid off or exercise their contractual rights to be laid off will also be eligible for the SEBAC Placement and Training process.

5. The Bureau of Human Resources will contact all SEBAC employees who have been in SEBAC for one (1) year or more to determine their continued interest in placement. SEBAC employees will be asked to indicate their continued interest in placement. SEBAC employees will be asked to express their interest as follows: (1) Interest in all positions qualified to fill; (2) Interest in all positions qualified to fill at a comparable level of pay from the position they were laid off from; (3) Placement in an inactive status; and (4) Removal from SEBAC. State employee unions will provide assistance in making these determinations.

6. All Off-track Betting Cashiers, except those excluded by agreement of the State and AFSCME, Council 4, will be placed in an inactive status effective with the approval of this Memorandum of Agreement. These employees will receive written notice of this action and will be informed of their rights and the process of being re-activated and placed back into the SEBAC placement system.

7. If a SEBAC employee waives a suitable job from a State agency, they will be placed in an inactive status for the position classification in that agency. If a SEBAC employee waives two (2) suitable position offers from any State agency(ies) for a specific classification, the employee will be placed in an inactive status for that classification. If a

SEBAC employee waives a total of three (3) suitable position offers from any State agency(ies) for any position classifications, the employee will be placed in an inactive status for all SEBAC position opportunities. Notification will be provided to the employee and their union if they are to be placed in an inactive status. An employee will be removed from the inactive status upon reapplication to the Bureau of Human Resources accompanied by a written indication of willingness to accept employment, if offered. A reapplication will be reviewed by the SEBAC Placement Staff for position qualifications and position interests.

8. For administrative purposes, once an agency receives a list of SEBAC employees from the Bureau of Human Resources, the agency will have a window period of up to twenty-one (21) days to contact the employees on the list, interview and make a job offer. If the employees on the SEBAC list do not respond or do not accept an offer of employment, the employing agency may proceed to consider other candidates for employment without requesting an additional SEBAC list, subject to appropriate merit system rules. After the twenty-one (21) days have expired and the agency has not made a bona fide offer of employment which has been accepted by the "outside" candidate, the agency must request a new list of SEBAC employees from the Bureau of Human Resources. If the agency hires an "outside" candidate within the twenty-one (21) day period, the agency shall provide to the Bureau of Human Resources information the Bureau and the Placement and Training Committee feels is appropriate to ensure the integrity of the SEBAC placement process.

9. The Department of Administrative Services, Bureau of Human Resources will provide, with the assistance of the new Automated Personnel System (APS), a more timely and accurate report on funded vacancies agencies plan to fill. If possible, State employees' unions will have the ability to view vacancies through the Automated Personnel System.

This language has been in effect since 1996.

**DOT Electrical
Memorandum of Understanding**

1. All DOT electrical personnel engaged in storm-related support or emergency functions shall receive the snow and ice premium pay outlined in Article 53 of the NP-2 contract.

This language has been in effect since July 1, 2002.

**DOT Ferry First Mates
Memorandum of Understanding**

DOT Ferry First Mates assigned to road maintenance or snow/ice work shall be paid in the same manner as specified for DOT maintainers under DOT Item 419-Q.

**CONNECTICUT RIVER FERRY SERVICES
Memorandum of Agreement
Between Department of Transportation and
Connecticut Employees Union Independent (CEUI)**

This Agreement primarily concerns the winter work assignments for the staff of the Connecticut River Ferry Services; the parties hereby agree to the following:

1. The parties agree that winter work assignments are a condition of employment for the staff of the Ferry Service, whose primary job is the operation, care and maintenance of the Connecticut River Ferry service fleet.
2. The parties agree that there are three (3) separate components of the winter work assignment:
 - a. Maintenance assignments involving general upkeep and rehabilitation of the ferries at their off-season storage/maintenance location;
 - b. Snow and ice assignments that mandate call-in/call-back response to winter storm/icing conditions at designated reporting stations at Highway Operations maintenance garages within an approximate 20-mile radius of the employee's home;
 - c. Maintenance assignments of a general nature at designated reporting stations at Highway Operations maintenance garage within an approximate 20-mile radius of the employee's home.

3. The availability of staff of the Ferry Services for temporary alternate winter work assignments will be determined by the Transportation Transit Manager, or designee by job classification and in order of greatest to least seniority.
 - a. Staff of the ferry service not expressly assigned for temporary alternate winter work assignments as indicated in item 2b and c above will report to their respective Ferry office for regular workday duties as assigned.
 - b. Staff of the Ferry Service available for alternative winter work assignment shall designate an alternate winter work assignment preference by September 1 of each calendar year. Winter assignments will be confirmed by Highway Operations by October 15 of each calendar year. Staff of the Ferry Service shall respond to a designated reporting station for snow and ice call-in/call-back as required by winter storm/icing conditions.
 - c. Any alternative winter work assignment shall be for legitimate work tasks as determined by the Maintenance Garage Supervisor and/or the respective Ferry Master Captain.
4. The Department agrees to grant vacation requests of five (5) days or more to all Ferry personnel during the off-season, provided vacations are requested and pre-scheduled at least two weeks in advance. Vacation requests of less than five (5) days are subject to supervisory approval as per Article 28 "Vacation" of the NP-2 contract.
5. The Department agrees to provide background checks, badges and all necessary/essential training to Ferry personnel in accordance with CT Department of Transportation policies and any State and/or Federal regulations.
6. When directed to travel from their ferry location or their designated temporary alternate winter work assignment, the employee shall be provided a State vehicle or, if the employee uses his/her personal vehicle, shall be reimbursed as provided in Article 57 of the NP-2 contract. The parties agree that each Ferry Master Captain/Ferry Captain/Ferry First Mate's permanent work station is the designated Ferry Office to which he/she is assigned during the ferry operating season.
7. It is also agreed that in accordance with the job specification, Transportation Maintainer 2's from garages within a 20-mile radius may be assigned reciprocally to assist with the ferry service on an intermittent daily basis during the summer season. Transportation Maintainer 2's from the identified garages will be given an opportunity to volunteer by April 1 of each calendar year and such reciprocal ferry support may be assigned on a rotational basis from a listing of the Transportation Maintainer 2 volunteers for the summer season of that calendar year. The Volunteer list will be limited to no more than two (2) Transportation Maintainer 2's from each identified garage. Volunteer Transportation Maintainer 2's will be trained to assist the ferry operation. Utilization of Transportation Maintainer 2 volunteers shall only be utilized where all current Ferry Personnel have been offered such work (inclusive of overtime) and there continues to be a shortage of personnel.
8. This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any proceeding except to address the winter work assignments of the State of Connecticut River Ferry Services employees.

DOT/CAA Maintainer 1-2

Stipulated Agreement

In full and final resolution of CEUI class action grievance C-10,342 and C-10,324, the State of Connecticut Department of Transportation (DOT), Office of Labor Relations / Office of Policy and Management (OLR), and the Department of Administrative Services (DAS), hereinafter collectively referred to as the "State" and the Connecticut Employees Union Independent (hereinafter referred to as CEUI) hereby agree to the following:

Part 1

1. The parties have agreed to change the practice regarding postings and appointment to vacancies in the DOT Maintainer 1 and 2 job classifications as follows.
2. The parties also agree there will be some vacant positions which are appropriately classified as DOT Maintainer 1 and will not be part of this agreement. The determination of such positions shall be at the sole

discretion of DOT.

3. On or before August 15, 2005 DOT will post agency wide to solicit and compile a list of current NP-2 DOT Maintainer 2's seeking a lateral transfer and DOT Maintainer 3's, 4's and QCW, Crewleader and Supervisors seeking a demotion to DOT Maintainer 2. Employees shall submit DOT application (PER-001) no later than August 26, 2005 indicating their first, second and third choice for such location change to DOT Personnel. Demotions and Transfers will be considered for this process, although at this time there is a dispute over if there is a contractual requirement for demotions implicit in Article 15 of the NP-2 contract.
4. On or about September 7, 2005 DOT will provide CEUI a list of transfer requests or copies of all transfer requests submitted in accordance with the August 15, 2005 "DOT Maintainer 2 Posting".
5. The parties agree that current requirements for appointment, i.e. 20-mile radius from home for Transportation Maintainers and 30 mile radius from home for electrical, bridge, signs, and markings, and repair staff, special skills needed for certain locations such as the airports and electrical, FAA clearance where applicable, etc. continue to apply to appointment decisions.
6. On or about September 14, 2005 DOT will provide CEUI with a staffing list indicating the number of desired DOT Maintainer 1 and DOT Maintainer 2 positions that are needed at each work location.
7. A one time "2005 Work Location Job Fair" ("Job Fair") shall be held on Friday September 16, 2005 at CEUI Headquarters for all current qualified DOT Maintainer 1's in positions determined to be at the level of DOT Maintainer 2. Current DOT Maintainer 1's with NP-2 contractual re-employment rights choose first, the remaining order of selection will be determined by the NP-2 Contractual seniority rights. This process may result in employees not getting their preferred selection.
8. All selected demotions/transfers/promotions will be effective the pay period following the Job Fair.
9. A transfer as the result of this Job Fair will not count as an employee initiated transfer. After the Job Fair, any future employee initiated transfers will be handled in accordance with Article 15, Section 2.
10. DOT Maintainer 1's who will have completed a minimum of twelve (12) months of service as a DOT Maintainer 1 on or before September 30, 2005 will be reclassified to DOT Maintainer 2's effective September 30, 2005. The remaining employees will be identified as "under fill" at the level of DOT Maintainer 1 until they meet the one year anniversary of active employment at which time they will be appointed effective the following pay period to the DOT Maintainer 2 level.
11. The parties agree that location selections will not violate any previously agreed upon restrictions for employees working together, and such prior agreed restrictions will control the employee's location selection.

Part 2

Following the 2005 Work Location Job Fair, for positions determined to be DOT Maintainer 2 the following will take place when a vacancy occurs:

1. DOT will request refill authority at the level of DOT Maintainer 2.
2. DOT will post the position in accordance with the NP-2 contract at the level of DOT Maintainer 2 for all eligible NP-2 members.
3. The selection criteria of Article 14, Vacancies shall be followed.
4. If the position is not selected by an employee with reemployment rights or by any current NP-2 bargaining unit member, the vacancy may be filled via outside hire at the level of DOT Maintainer 1 utilizing DAS "under fill" authority.
5. If hired as a DOT Maintainer 1, such newly hired employee shall be reclassified to DOT Maintainer 2 in his/her position on the pay period following twelve (12) months of satisfactory service at the location currently occupied. All newly hired DOT Maintainer 1 employees shall be issued a service rating at the twelve month period, whereby a satisfactory or better service rating authorizes reclassification to the DOT Maintainer 2 position. Employees with a less than satisfactory service rating at the 12 month period, shall be reclassified to a DOT Maintainer 2 position upon the issuance of the next service rating of satisfactory or better (issued no sooner than six (6) months after the initial yearly rating). Under these circumstances, there is no posting requirement for reclassification of the affected person.

CEUI and its members agree not to file or pursue any legal action against the State of Connecticut, its representatives or employees or CEUI, its representatives or employees in any forum as a result of this agreement, except to enforce the terms of this agreement.

CEUI and its members may enforce Part 1 numbers 4, 6, 8, 9, 10 and Part 2 in its entirety, of this agreement under the grievance and arbitration provisions of the NP-2 contract.

This Stipulated Agreement is specific to the DOT and the issue addressed and shall not set precedent in any other pending or future dispute between the parties.

The above Maintainer 1-2 Agreement is applicable to both the Department of Transportation (DOT) and the Connecticut Airport Authority (CAA) for the job classifications currently (effective November 29, 2013) referred to as Transportation

**Department of Correction-Mail Handlers
Memorandum of Agreement
Between the Department of Correction and Connecticut Employees Union Independent (CEUI)**

This Agreement concerns the unpleasant duty stipend for Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors working at the Department of Correction (DOC); the undersigned parties hereby agree to the following:

1. Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors working inside Department of Correction facilities which house incarcerated inmates and/or DOC Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors assigned to open, visually and/or physically inspect, monitor, and/or deliver inmate mail shall receive an unpleasant duty stipend of sixty-five (\$.65) per hour, in the spirit of the 2004 Stipulated Agreement regarding said matter.
2. The unpleasant duty differential shall only be paid for hours actually worked including overtime, but shall not be included in pay for vacation, holiday, sick leave, and personal leave days. Said differential pay shall be paid at the same rate for regular or overtime hours.
3. This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any other proceeding except to address the unpleasant duty stipend for Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors working at the Department of Correction.

**Memorandum of Understanding
Regarding Article 48, Drawbridge and Rest Areas, Subsection (i)**

Between

STATE OF CONNECTICUT

(Department of Transportation)

and

Connecticut Employees Union Independent, LOCAL 511, Service Employees International Union (SEIU)

The Office of Labor Relations on behalf of the State of Connecticut (hereinafter referred to as "OLR"), and Local 511, SEIU (hereinafter referred to as "Union") hereby agree as follows:

1. Subsection (i) of Article 48, Drawbridge and Rest Areas of the NP-2 Contract, shall be applicable solely to the following ten (10) DOT Drawbridge and/or Rest Area Attendants, identified by employee number:

EMP. ID No.	CLASSIFICATION
468124	DOTDrawbridgeAtnd
441296	DOTDrawbridgeAtnd
440942	DOTDrawbridgeAtnd
317448	DOTDrawbridgeAtnd
598625	DOTDrawbridgeAtnd
598515	DOTRstAreaAtnd
440614	DOTDrawbridgeAtnd
467449	DOTDrawbridgeAtnd
360561	DOTRstAreaAtnd
441329	DOTDrawbridgeAtnd

New or Modified MOA/MOU

Furlough Days

There shall be three (3) mandatory furloughs for all members of the bargaining unit during Fiscal Year 2018 (July 1, 2017-June 30, 2018). The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26 pay period schedule or the remaining number of pay periods following legislative approval of this Agreement.

The Employer will calculate the value of three (3) days at the start of said fiscal year based on the daily rate of pay for each bargaining unit employee as noted above. Effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit employees shall take three (3) days off, to be determined and/or approved by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day.

Employees shall not be unreasonably denied requested furlough days off of work. In the event that more employees request the same furlough days off of work than can be reasonably accommodated by the Agency due to operating needs, time off shall be granted on the basis of seniority.

The State's preferred furlough days are: September 1, 2017; November 24, 2017; December 22, 2017; January 2, 2018; April 2, 2018; May 25, 2018. Agencies are encouraged to accommodate requests off for these dates where agency operating needs permit.

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.

Job Security

From the July 1, 2017 and through June 30, 2021, there shall be no loss of employment for NP-2 bargaining unit employees hired prior to July 1, 2017, 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 leave 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 SEBAC 2017 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 effective after 6/30/21.

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. The Implementation Provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the NP-2 Unit.

Cross Unit Handling of Durations, Temporaries, Snow Days and Flexible Scheduling

I. Durationals & Temporaries

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered duration.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

A temporary employee shall become durational after 6 months or one year if extended. A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits: A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include: Health and life insurance; pension credit; paid holidays; PL days (if provided by contract); after 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive: The same benefits as any other employee would receive during his/her working test period; upon becoming permanent, the same benefits as any other permanent employee.

II. Snow Days and Inclement Weather

Essential Employees

Definition – for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing. Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.

Vacation, PL and Sick Time Impact for Non-Essential Employees

Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift. Employees on vacations for less than a week shall not be charged a vacation day if the state is closed

during that employee's normal work shift. Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

10 Month Employees Choosing a 12 Month Pay Plan

These employees shall be treated like any other 12 month employee for purposes of inclement weather closings.

III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting

Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units. There shall also be a Statewide Telework Committee comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agree, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee. Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

There shall be a Flexible Scheduling Facilitator, who shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

- (1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
- (2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration. If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

CEUI Negotiating Team

Robert Racicot-Uconn Storrs
Paul Kalajian-Uconn Storrs
Leslie Maddocks-Uconn Storrs (Retired)
Rosae Watrous-DMHAS
Carl Chisem-DOT
Robert Robinson-DOT
Eli Khoury-DOT
Thomas Roybal-DOT
John Birtwistle-DOT
Dave Stevenson-Housatonic CC
David Cummings-ECSU
Karen Martin-CCSU
Michael Mebane-State Police
Karen Thompson-DOE
Diane Quarty-DOE
Mark Negralle-CT Lottery

Cara O'Sullivan, General Counsel & Chief Negotiator
Ron McLellan, President

**State of Connecticut
NP-2 Negotiating Team**

Mike Cosgrove- DAS
Karen Zuboff- DOE
Diane Mazza- SCSU
Donna Pantin-Worrell- DOC
Cosmo Ignoto- DOT
Lakeesha Brown- UCHC
Jay Hickey- UCONN
Tim Geary- CAA
Nancy Malinguaggio- DOT
Bartholomew Sweeney- DOT
Steve Beaupre- DMHAS
Deborah Boyle- DDS
Angella Levy- DEEP
Eric Ott- DEEP
Noreen Sinclair- VETS

Lisa Grasso Egan, Chief Negotiator-OLR
Ernest Lowe, State Negotiator - OLR
Megan Krom, State Negotiator - OLR

CLASS TITLES TO BE UPDATED WITH CONTRACT PRINTING

Class Title	Pay Grade
Agricultural Research Assistant 1	TC 07
Agricultural Research Assistant 2	VR 09-11
Agricultural Research Assistant 3	VR 14-15
Agricultural Worker	TC 11
Agricultural Worker Trainee	TC 09
Animal Care Specialist (RC)	TC 16
Animal Care Supervisor	TC 20
Animal Care Technician	TC 13
Animal Care Technician Trainee	TC 10
Animal Care Washroom Technician	TC 10
Assistant Cook	TC 09
Assistant Director of Food Services	TC 26
Assistant Farm Manager	TC 18
Assistant Supervisor of Transportation Operations	TC 20
Baker	TC 11
Barber	TC 13
Boat Captain	TC 21
Boiler Tender	TC 13
Building Maintenance Supervisor	TC 25
Building Superintendent 1	TC 18
Building Superintendent 1	TC 18
Building Superintendent 2	TC 20
Building Superintendent 3	TC 23
Central Sterile Supply Aide	TC 09
Connecticut Marketing Authority Maintainer 1	TC 10
Connecticut Marketing Authority Maintainer 2	TC 15
Cook	TC 13
Cook-Attendant	TC 15
Custodian	TC 09
Department of Transportation Drawbridge Attendant	TC 11
Department of Transportation Maintainer 1	TC 13
Department of Transportation Maintainer 2	TC 14
Department of Transportation Maintainer 3	TC 16
Department of Transportation Maintainer 4	TC 18
Department of Transportation -Maintenance Crew Leader	
(Airport Maintenance)	TC 20
(Automotive Maintenance)	TC 20
(Bridge Maintenance)	TC 20
(Electric Maintenance)	TC 20
(Highway Maintenance)	TC 20
(Signs & Marking)	TC 20
(Tree Maintenance)	TC 20
Department of Transportation Rest Area Attendant	TC 09
Dietary Technician	TC 15
Dining Room Supervisor	TC 17
Duplicating Assistant	TC 09
Duplicating Services Supervisor 1	TC 16
Duplicating Services Supervisor 2	TC 19
Duplicating Technician 1	TC 12
Duplicating Technician 2	TC 14
Electronic Integrated Control Systems Technician-Building Subsystems	TC 20
Electronic Integrated Control Systems Technician-	TC 20

Industrial Controls	
Electronics Technician 1	TC 13
Electronics Technician 2	TC 18
Emergency Management Radiological Field Representative	TC 14
Facility Maintenance Supervisor-Executive Residence	TC 25
Farmer	TC 13
Ferry Captain	TC 19
Ferry First Mate	TC 13
Food Service Supervisor	TC 13
General Trade Worker	TC 15
Guide	TC 10
Hairdresser	TC 13
Head Cook	TC 16
Incinerator Operator	TC 17
Laundry Supervisor	TC 21
Laundry Worker	TC 09
Lead Agricultural Worker	TC 15
Lead Animal Care Washroom Technician	TC 13
Lead Barber	TC 15
Lead Central Sterile Supply Aide	TC 16
Lead Custodian	TC 11
Lead Electronics Technician	TC 19
Lead Ferry Captain	TC 19
Lead Hairdresser	TC 15
Lead Laundry Worker	TC 14
Lead Mail Handler	TC 14
Lead Micrographic Equipment Operator	TC 13
Lead Power Plant Operator	TC 20
Lead Power Plant Operator (RC)	TC 21
Lead Power Plant Operator – Energy Center	FM 21
Lead Stationary Engineer	TC 19
Lead Telephone Operator	TC 14
Lead University Research Technician	TC 22
Mail Handler	TC 11
Mail Handler Trainee	TC 09
Mail Services Supervisor 1	TC 16
Mail Services Supervisor 2	TC 19
Maintainer	TC 09
Maintainer (Driver/Equipment Operator)	TC 11
Maintenance Supervisor 1	
(Adaptive Medical Equipment)	TC 20
(Automotive)	TC 20
(Carpentry)	TC 20
(General)	TC 20
(Glazing)	TC 20
(Grounds)	TC 20
(Locksmith)	TC 20
(Machine Shop)	TC 20
(Masonry)	TC 20
(Mechanical Equipment)	TC 20
(Office Equipment Repair)	TC 20
(Painting)	TC 20
(Tinsmith)	TC 20
Maintenance Supervisor 1	
(Electrical)	TC 22
(HVACR)	TC 22
(Plumbing and Steamfitting)	TC 22

Maintenance Supervisor 2	
(Adaptive Medical Equipment)	TC 22
(Automotive)	TC 22
(Carpentry)	TC 22
(General)	TC 22
(Grounds)	TC 22
(Locksmith)	TC 22
(Machine Shop)	TC 22
(Masonry)	TC 22
(Mechanical Equipment)	TC 22
(Painting)	TC 22
(Tinsmith)	TC 22
Maintenance Supervisor 2	
(Electrical)	TC 24
(HVACR)	TC 24
(Plumbing and Steamfitting)	TC 24
Material Storage Supervisor 1	TC 16
Material Storage Supervisor 2	TC 18
Material Storage Supervisor 3	TC 20
Media Aide	TC 11
Media Production Supervisor	TC 20
Media Production Technician	TC 17
Micrographic Equipment Operator	TC 10
Military Department Fuel Technician	TC 18
Mosquito Control Specialist	TC 18
Office Equipment Technician	TC 15
Photographer	TC 15
Planetarium Technician	TC 18
Plant Facilities Engineer 1	TC 28
Plant Facilities Engineer 2	TC 32
Power Distribution Electrician	TC 19
Power Plant Operator – Energy Center	FM 19
Power Plant Operator 1	TC 15
Power Plant Operator 1 (RC)	TC 17
Power Plant Operator 2	TC 18
Power Plant Operator 2 (RC)	TC 19
Power Plant Supervisor	TC 24
Power Plant Supervisor (RC)	TC 25
Qualified Craft Worker	
(Adaptive Medical Equipment)	TC 17
(Automotive and Mechanical Equipment)	TC 17
(Carpentry)	TC 17
(Glazing)	TC 17
(Locksmith)	TC 17
(Machine Shop)	TC 17
(Masonry)	TC 17
(Painting)	TC 17
(Tinsmith)	TC 17
(Welding)	TC 17
Qualified Craft Work	
(Electrical)	TC 18
(HVACR)	TC 18
(Plumbing & Steamfitting)	TC 18
Qualified Craft Worker Intern	TC 13
Research Ship Engineer	TC 18
Sawyer	TC 21
Skilled Maintainer	TC 14
Special Assistant to the Blind	TC 10
State Police Supervisor of Electronic & Radio Maintenance	TC 23

Stationary Engineer	TC 16
Storekeeper	TC 12
Storekeeper Assistant	TC 09
Supervising Chef	TC 19
Supervising Custodian	TC 14
Supervising Stationary Engineer	TC 25
Supervisor of Transportation Operations	TC 22
Telephone Operator	TC 11
Transportation Equipment General Supervisor	TC 25
Transportation Equipment Repair Assistant Supervisor	TC 26
Transportation Garage Supervisor	TC 22
Transportation General Supervisor	
(Airport Maintenance)	TC 24
(Bridge Maintenance)	TC 24
(Maintenance)	TC 24
(Signs and Markings)	TC 24
Transportation Radio Communications Supervisor	TC 23
Transportation Supervisor	
(Bridge Maintenance)	TC 21
(Sign Shop)	TC 21
University Arboriculturist	TC 17
University Building and Grounds Supervisor	TC 27
University Dining Hall Supervisor	TC 19
University Driver	TC 16
University Research Technician 1	TC 17
University Research Technician 2	TC 19
Wastewater Treatment Plant Mechanic	TC 18
Wastewater Treatment Plant Operator	TC 16
Wastewater Treatment Plant Supervisor 1	TC 21
Wastewater Treatment Plant Supervisor 2	TC 24
Wastewater Treatment Technician	TC 18
Water Treatment Plant Operator	TC 17
Water Treatment Plant Supervisor	TC 21
Wetlands Restoration Specialist	TC 18
Wetlands Restoration Supervisor	TC 20