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To Be Updated After Completion or Arb Award and Approval

PREAMBLE

STATE OF CONNECTICUT, acting by and through the Commissioner of Administrative Services, hereinafter called "the State" or "the Employer," and Council 4, American Federation of State, County and Municipal Employees, (Local Nos. 387, 391 and 1565), AFL-CIO, hereinafter called "AFSCME" or "the Union," hereby agrees as follows (the inclusions of Locals herein does not alter the Recognition or any other Article of this Agreement):

WITNESSETH:

ARTICLE 1
RECOGNITION

Section 1. Covered Employees. The State, or its Successors or Assigns, recognizes the Union for the purposes of collective bargaining as the exclusive representative of all employees in the unit certified by the Connecticut State Board of Labor Relations, in Case No. SE-4728, Decision No. 1703, issued January 5, 1979, including, temporary and durational employees, excluding all others, provided that this Agreement shall not apply to non-permanent employees who are appointed on a emergency, provisional, summer or intermittent basis. Employees hired as Federal Grant Participants, working in a trainee class or serving a working test period shall be considered as covered employees.

"Successor or assigns" means any purchaser, assignee, or transferee to the business or services that are provided by the State in this collective bargaining agreement.

If the State considers to sell, assign, or transfer its business or services that are subject to this collective bargaining agreement, the State's Request for Proposal ("RFP") for successors and assigns shall include:

A requirement that this collective bargaining agreement be binding upon and enforceable against any successor employer, purchaser, assignee, or transferee who succeeds to the State's business or services;

A requirement that the successor or assigns are bound by Conn. Gen. Statutes, § § 5-270, et seq. in negotiating successor collective bargaining agreements and its dealings with the Union;

A requirement on the successor or assigns to recognize the Union as the exclusive representative of all employees in the unit certified by the Connecticut State Board of Labor Relations, in Case No. SE-4728, Decision No. 1703, issued January 5, 1979, including, temporary and durational employees;

A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a new probationary period;

A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to fill out a new job application;

A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a pre-employment check;

A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a pre-employment test.

Section 2. New Job Specifications. The Union shall be notified in writing of any proposed change or new job specification for bargaining unit classifications prior to implementation. Upon written request of the Union, the State agrees to negotiate over the impact of the effect of any change to the extent required by law; however, such negotiations shall not prevent the State from implementation.

ARTICLE 2
ENTIRE AGREEMENT

Section 1. Entire Agreement. This Agreement, upon ratification, (when applicable), and upon legislative approval, 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.

Section 2. Opportunity to Present Demands. 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 bargaining collectively with respect to any subject or matter 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 1. Non-discrimination. The parties herein agree that neither shall discriminate against any employee on the basis of race, color, creed, sex, age, national origin, marital status or lawful political activity.

Section 2. Union Participation. Neither party shall discriminate against an employee on the basis of membership or non-membership or lawful activity in behalf of the exclusive bargaining agent. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of any employee activity in an official capacity on behalf of the Union.

Section 3. 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. The Labor Management Committee (but not the grievance procedure) shall be the proper forum for problems, ripe or anticipated, which impact upon philosophy and/or directives of this Section.

Section 4. Americans with Disabilities Act. Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

Section 5. Harassment or Disparate Treatment. The Employer shall take reasonable measures to prevent harassment or disparate treatment at the work place.

ARTICLE 4
NO STRIKES-NO LOCKOUTS

Section 1. No Strike. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sick-out, or any interference with the mission on any State agency. This Article shall be deemed to prohibit the determined concerted boycott or determined concerted refusal of

overtime work.

Section 2. Union to Exert Best Effort. The Union shall exert its best efforts to prevent or terminate any violation of Section 1 of this article.

Section 3. No Lockout. The Employer agrees that during the life of this Agreement there shall be no lock-out.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Management Rights. 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 other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. Except as otherwise limited by a specific provision of this Agreement, inherent management rights are not subject to the grievance procedure.

ARTICLE 6
UNION SECURITY AND PAYROLL DEDUCTIONS

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

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

A. **Service Fee Election.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for

reasons other than non-payment of Union dues.

B. **Service Fee; Effective Date.** The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona-fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and State, provided that the employee submits such objection in writing to the Union.

C. **Remittance.** The amount of dues or agency service fees deducted under this Article shall be remitted to the appropriate Local Union Treasurer after the payroll period in which such dues and fees are deducted, together with a list of names of employees from whose salaries such deductions were made.

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

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

Section 3. Political Action Fund. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund.

Section 4. Quarterly Reports. The State shall furnish AFSCME Council 4, on a quarterly basis reports containing the following information sorted by facility:

a) New hires into Bargaining Unit, their classification, employee number, and address.
b) Re-employed workers into the Bargaining Unit, their classification, employee number, address, and date of hire.
c) Employees separated from the Bargaining Unit and date of separation.
d) General changes for Bargaining Unit employees.

ARTICLE 7
UNION RIGHTS

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

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

Section 3. Posting of Vacancies. Agency bargaining unit vacancies, including promotions, shall be posted at least ten (10) calendar days prior to the closing date of the position.

Section 4. Access to Premises. AFSCME representatives (International or District Council staff or steward assigned) shall be permitted to enter the facilities of the Department of Corrections at any reasonable time for the purpose of discussing, processing, or investigating grievances, or fulfilling its role as collective bargaining agent, provided that they give telephone notice of their intended visit and upon arrival they give notice of their presence immediately to the office.

Section 5. Use of Employer Facilities. The Department will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the Department.

Section 6. Mailings and Handouts. The Employer will permit the Union to leave handouts in specified areas and to allow the Union to use mail boxes where available. Employees will be allowed to carry Union mail between institutions as long as this does not interfere with the performance of duties. Employees may receive Union business faxes, at designated locations from AFSCME and Locals.

Section 7. Union Business Leave. A maximum of six hundred fifty (650) person-days per year shall be granted without loss or pay of benefits for the purpose of attending to union business related functions. In the year of the International convention, an additional eighty (80) person-days

shall be granted for attendance at that convention. Each contract year, delegates to the Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled. Seventy (70) person days shall be granted for this provision. It is understood, however, that in emergency situations such leave may be withheld or revoked. Employees may or may not change work schedules for weeks in which conventions occur. Requests for leave time shall be made in writing as soon as possible and no later than two (2) weeks in advance to the Office of Labor Relations except in cases where two (2) weeks is not possible. Union Business Leave time shall be properly dated when the request for UBL could not be timely made in writing, due to unforeseen occurrences.

Section 8. Union Leave. Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year which may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties at the rates in force at time of return from such leave.

Section 9. Number of Stewards. The Union shall furnish the Employer with a list of all employee representatives and Union staff members authorized to so represent the Union within sixty (60) calendar days from the date of execution of this Agreement. Such list shall be updated quarterly.

Section 10. Role of Stewards, Executive Board Members in Processing Grievances. The stewards or Union Executive Board members will obtain permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with the employee/management agreement. When contacting an employee, the stewards or Union Executive board members 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 or Union Executive Board members to meet with employees and/or employees to meet with stewards or Union Executive Board members will state the name of the employee involved, his/her location, indicating briefly what union business is to be discussed, and the approximate time that will be needed. Stewards or Union Executive Board members 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.

Section 11. Limitation on Entry for Representation. Permission to enter the premises or to conduct representational business during working hours may be denied or revoked in profound circumstances.

Section 12. AFSCME Representatives. International representatives and Union staff representatives may be present at Labor Management meetings and at grievance hearings at the level of Step II and above.

Section 13. Recognition of Stewards. Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

Section 14. Retirement Counseling Meeting. If the Retirement Counseling meetings are scheduled when an affected Employee is scheduled to work, then the employee shall be released to attend said retirement meeting(s) with the State Retirement Division on their regular work time.

ARTICLE 8
TRAINING

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

Section 2. Training Committees. In furtherance of the objectives in Section 1 of this article, in addition to local training committees, a Training Committee shall be appointed, composed of six (6) bargaining unit members and management representatives. This committee will meet quarterly and its objective is to review the training needs of the department and to recommend to the Commissioner of Correction training programs in light of the ACA accreditation standards. The determination to implement these programs, including their length and duration and selection of trainees, or not to implement the training programs rests with the Commissioner of Correction. Further, where practicable, experienced Corrections Officers who possess the relevant skills and experience shall be utilized as trainers.

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

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

Section 5. Funding for Training. The dollar amount equivalent of a one (l.0%) percent increase based on general base wages effective July l, 1983 shall be set aside for training purposes. This fixed amount of dollars shall be allocated each year thereafter unless changed through the collective bargaining process.

Section 6. Union Access to Training Classes. The Employer shall provide the Union with one (l) hour per training class to address same on matters concerning the Union. The one (1) hour shall take place at the start of the shift on the fourth (4th) Wednesday of each class. The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

ARTICLE 9
WORKING TEST PERIOD

Section 1. Working Test Period Defined. The six (6) month Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during the Working Test Period shall be tantamount to a failure of the competitive exam. A working test period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period not to exceed three (3) months.

Section 2. Evaluations During Working Test Period. Evaluations of performance during the Working Test Period shall not be subject to any appeals procedures, including grievance provisions of this Agreement.

Section 3. Ten Week Training Program. Not withstanding the provision of Sections 1 and 2 of this article individuals hired as Correction Officer Trainees shall, in addition to the initial working test period referenced therein, be required to successfully complete a ten (l0) week orientation training program, including four (4) weeks assigned to a facility. Trainees will not be assigned to a designated post or position without having a permanent officer also assigned to such post or position. Permanent status shall not accrue until successful completion of the ten (l0) week program and the six (6) month initial working test period.

Section 4. Worker's Compensation Absence During Working Test Period. Bargaining unit employees who while in a working test period incur a worker's compensation injury which results in an absence from work shall not have this time credited towards meeting the requirements of a working test period. The Department will inform an employee in this situation of when his/her working test period will expire.

ARTICLE 10
SENIORITY

Section 1. Seniority for Length of Vacation and Longevity. For the purpose of computing longevity and length of vacation leave, seniority shall be defined as indicated below service, with the inclusion of C.G.S. Section 5-255 and 256, including military service.

A. **Total Service, Longevity.** The calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.

B. **Continuous Service, Vacation Accrual.** The calculation of service for purposes of vacation accrual eligibility shall be based on length of continuous state service including paid leave, war service, up to six (6) months of unpaid leave and/or up to one (1) year of any period of continuous layoff provided the employee is reemployed within three (3) years.

C. **No Effect on Pension.** The definition of seniority in this Article shall not affect pension rules.

Section 2. Seniority for Vacation Scheduling and Transfer. Seniority shall be defined as length of total service in each class from date of permanent appointment to such class, subject to the provisions of Section 3, "Seniority and Working Test Period," of this article, and shall apply as follows:

A. **Vacation Scheduling.** In the event of conflicting schedules of vacation leave as determined by the operating needs of the facility or institution, class seniority shall be the determining factor. Ties shall be broken utilizing the employee's employee number. The employee first hired and assigned an employee number by the State of Connecticut has the higher seniority.

B. **Involuntary Transfer.** Inverse class seniority shall be the basis for selecting employees for non-disciplinary, involuntary transfer from one institution or facility to another. An employee being involuntarily transferred to another facility, under this section, shall retain their shift upon request.

C. **1) Transfer List.** As the correctional institutions, centers and units develop vacancies, the senior institution, center or unit employee in the same classification whose name appears on the transfer list for institutions, centers or units will be transferred, with the exception of transfers into the Central Office, Center for Training and Staff Development and the K-9 Unit. Employees assigned to the Central Office, Center for Training and Staff Development or K-9 Unit may transfer out of the unit in accordance with this Article. An employee on workers' compensation leave will be eligible to transfer under this provision. Employees who are assigned to the canine corps operation will be required as a condition of such employment to agree not to transfer out of that assignment for a minimum of two years. An employee

requesting transfer under this Section must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. Such list will be updated quarterly.

2) Outside Hire. Outside hires will be offered vacant NP-4 positions only after the transfer lists have been exhausted.

3) Eligibility; Six Months as Permanent Status. An employee must have worked six (6) months as a permanent employee to be eligible to have his/her name placed on the transfer list.

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

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

6) New Facilities. When new facilities are established and opened, up to fifty (50%) percent of all bargaining unit positions will be filled by seniority transfer when there are sufficient numbers of employees on the transfer list. No more than fifteen (15%) percent of the total positions in a single facility shall be transferred to a new facility upon opening. The opening of new facilities shall be announced within ninety (90) days of the projected opening in order that interested persons can place their names on the transfer list.

Section 3. Seniority and Working Test Period. Seniority shall not be computed until after completion of the working test period. Seniority shall be retroactive to the date of hire. This Section shall be interpreted to include time spent in training as a Correction Officer Trainee (Cadet) as retroactive seniority applicable as a Correction Officer after completion of the working test period.

Section 4. Seniority and Trainee Class. State service while working in a trainee class shall not accrue until permanent appointment after successful completion of the training, whereupon it shall be retroactively applied to include such service.

Section 5. Broken Seniority. Seniority shall be deemed broken by:

a) termination of employment caused by resignation, dismissal for just cause, or retirement;

b) failure to report for five (5) working days without authorization.

Section 6. Seniority Lists. Seniority lists shall be maintained on a six (6) month basis with copies to local Union presidents.

Section 7. Break in Service. Employees who resign and are reinstated in the same classification within one (l) year from date of resignation shall have credit for seniority up to the break in service restored. At the appointing authority's discretion, credit for seniority up to the break in service may be restored to an employee who otherwise returns to service within three (3) years of a service break.

Section 8. Superseniority. Union stewards and Union Executive Board members, while serving in these capacities, shall have top class seniority for purposes of layoffs.

Section 9. Shift Assignment for Continuous Operations. Class seniority will be applied as the determining factor in shift assignment for continuous operations when all other factors are equal. Management retains the right to determine when all other factors are equal. The Union may grieve a pattern of denials of shift assignment by seniority.

Section 10. Shift Transfer Lists. Each facility shall maintain a shift transfer list which will be updated on a quarterly basis. An employee on Worker's Compensation shall be eligible for shift transfer under this provision. Prior to staff transferring into the facility, the facility shall offer shift transfers to current staff on the transfer lists. Incoming facility staff shall be offered the remaining available shift assignments by seniority.

ARTICLE 11
ORDER OF LAYOFF AND REEMPLOYMENT

Section 1. Layoff by Seniority. In the event of a reduction of the workforce, employees shall be laid off by seniority with the least senior employee being laid off first. Layoff shall be by class and sub-title. In any class affected by a layoff, non-permanent employees in the affected class who are excluded from the bargaining unit in Article l, Recognition, shall be laid off prior to any bargaining unit employee. When the Employer decides to reduce the work force in a facility, Section 2, "Bumping," of this article shall be invoked. When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible, but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

Section 2. Bumping. An employee in a class affected by layoff may, at his/her option, bump the

least senior employee in his/her facility in a job in which he/she formerly held permanent status or the least senior employee in the same classification in the employee's agency, provided he/she has more seniority than the least senior employee affected.

A. **Option to Bump Throughout Agency.** The least senior employee in the classification in the facility affected by the reduction in work force shall be laid off and given the option to replace the least senior employee in the same classification in the employee's agency.

B. **Recall List.** An employee, failing to exercise this option, shall be laid off and his/her name placed on the recall list for vacancies as they occur for a period of three (3) years.

C. **Waiver of Bumping Rights.** An employee affected by layoff shall fill an existing vacancy, if any. If an employee declines to fill a vacancy, he/she shall have waived any bumping rights. Should multiple vacancies exist, the employee shall have the option to select the facility in line with his/her seniority.

Section 3. Pay Rate for Bumping Employee. The bumping employee would be paid for services in the lower classification at the closest rate of pay in the lower salary range to the rate held by the employee at the time of reassignment, but not higher.

Section 4. Reemployment. Employees on layoff shall be recalled in the reverse order of the procedure as stated above for layoffs.

ARTICLE 12
GRIEVANCE PROCEDURE

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

A. **Amendments.** Any grievance may be amended up to and including Step III of the grievance procedure.

Section 2. Grievance Form. Grievances shall be filed on mutually agreed forms which specify:

a) the facts,
b) the issue,
c) the date of the violation alleged,
d) the specific controlling contract provision,
e) the remedy or relief sought.

Section 3. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may, in appropriate cases, submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or, in case of a class grievance, a 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 and shall be provided a copy thereof and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward and/or Executive Board member present, the steward and/or Executive Board member shall not attend the meeting, but shall be provided with a copy of the written response to the grievance. The steward and/or Executive Board member shall be entitled to receive upon request from the Employer all documents furnished to the grievant pertinent to the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

Section 4. Informal Resolutions. The grievance procedure outlined hereunder is designed to resolve grievances promptly at the lowest level. Informal discussions between the employee and the Union and agency managers are encouraged prior to using the grievance procedure detailed in Section 6 of this article.

Section 5. Time Limits. A grievance shall be deemed waived unless submitted at Step 1 (disciplinary grievance at Step 3) within fifteen (15) calendar days from the date of the cause of the grievance, or within fifteen (15) days from the date the grievant became aware of the cause of the grievance. As used in this Article "cause of a grievance" and "effect or impact of a grievance" are not similar. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

Section 6. Grievance Procedure: Steps

Step I. First Supervisor. A grievance may be submitted within the fifteen (15) day period specified in Section 5, "Time Limits," to the employee's first supervisor in the chain of command who is outside the bargaining unit. The institution head, warden, or designee shall meet with the steward or Union Executive Board member and/or the grievant and issue a written response within seven (7) days after such meeting. The meeting shall take place and the written response issued not later than ten (10) days from the date of receipt.

Step II. Commissioner or Designee. When the answer at Step I does not resolve the grievance, it shall be submitted to the Commissioner of Corrections or his/her designee within five (5) days of the due date of the previous response. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or a union representative and a written response issued

within five (5) days thereafter. The grievant may be represented by the persons already designated at Step I and the local union president or his/her designee, but in no event more than two (2) representatives.

Step III. Undersecretary for Labor Relations or Designee. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within seven (7) days of the date that the Step II response is due. Said Undersecretary or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within fifteen (15) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

Section 7. "Day" Defined. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The Union and the State, by mutual agreement, in any instance may extend time limits or waive any or all of the steps herein before cited.

Section 8. Failure to Answer Grievance. 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.

Section 9. Arbitration.

A. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding suspensions of eleven (11) days or more, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

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 seven (7) 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 rotating basis (alphabetically) to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
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 lst the parties

will have a reconstituted mutually agreed upon panel of seven (7) 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 seven (7) 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. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding all other complaints, including but not limited to, suspensions of ten (10) days or less, contract interpretation, etc., during the life of this Agreement, shall be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations. Said submission(s) shall not require a filing fee.

Section 10. Arbitration Rules. Whichever forum a grievance is filed and/or processed in according to section 9A. or 9B. above, the following shall apply:

1) **Arbitrator's Authority.** The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

2) **Decision Final and Binding.** 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.

3) **Grievance Subjects.** Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

a) dismissal of employees during the working test period;
b) reduction in force decision, except for order of layoff;
c) classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;
d) compliance with health and safety standards and COSHA;
e) appeal of rejection from admission to an examination;
f) any grievance processed in accordance with the procedures in effect at the time the grievance arose;

4) **Job Classification Disputes.** Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. The third step of the reclassification grievance shall be the Commissioner of Administrative Services or designee and the final step shall be appealed to a three (3) person panel consisting of personnel officers from each of two (2) State agencies, each of which has more than one hundred (l00) employees, and one (l) designee of the Union who is experienced in the area of job classification.

5) **Witnesses.** The State will continue its practice of paid leave time for necessary witnesses of either party.

6) **Hearings.** All Arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.

ARTICLE 13
DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section 1. Disciplinary Actions. Disciplinary action includes oral reprimand, written reprimand, suspension (with written notice except in emergency), demotion, discharge, transfer between facilities.

Section 2. Oral and Written Reprimands. An oral reprimand shall not be deemed to have been issued unless the employee reprimanded has been advised in writing that he/she has received an oral reprimand and a notation to that effect from the party administering the reprimand is made part of the employee's official personnel file. No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand and a copy of said reprimand is made part of the employee's official personnel file. Any action not complying with the above requirements shall not be deemed a reprimand and shall not be considered as disciplinary action. The record of an oral reprimand shall be removed from the employee's personnel file on the anniversary date of the issuance. The record of a written reprimand shall be removed from the

employee's personnel file on the second anniversary date of the issuance. It is understood that the record of reprimand shall not be removed within the above time period if the employee has received subsequent related discipline within the above specified time period.

Section 3. Discipline. No employee who has completed the working test period shall be disciplined or discharged except for just cause. In determining just cause, the regulations of the Blue Book governing disciplinary action as defined above are hereby incorporated by reference.

Section 4. Expedited Procedure. Any grievance under Section 1," Disciplinary Action," of this article will be submitted at Step III. By mutual agreement, a grievance under Section 1 of this article may be expedited directly to arbitration.

Section 5. Exclusive Forum. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all pre-existing forums. It is understood that the arbitrator's remedial powers include reinstatement with full back pay and restoration of all other rights.

Section 6. Privacy. If an employer has reason to criticize an employee, it shall be done in a manner that will not embarrass the employee before others.

Section 7. Leave for Investigations. An appointing authority may, pending an investigation of alleged action that constitutes grounds for dismissal (including disposition of a criminal charge against the employee), place the employee on an administrative leave of absence in accordance with Regulation 5-240-5a. The appointing authority may reassign the employee to an alternative assignment during the investigation, where practicable. The provisions of this Section shall not preclude an employee from electing to be placed on an unpaid leave of absence and drawing accrued time, except sick leave.

Section 8. Union Representation. An employee who is to be interrogated concerning an incident or action which may subject him/her to disciplinary action shall be allowed to have a Union steward or other representative at the interrogation. This provision shall be applicable to interrogation before, during, or after the filing of a charge against an employee or notification to the employee of disciplinary action. Should an employee waive his/her right to have a Union steward present during an interrogation the employee must make such waiver in writing.

Section 9. Investigation and Interrogation. Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time, and actually testifies, he/she shall be deemed

to be actually working. This provision shall not apply to Union stewards or Executive Board members.

Section 10. Grounds for Dismissal, Demotion, Suspension, Reprimand. 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. False claims of illness shall be grounds for serious discipline, which may include dismissal.

Section 11. Unsatisfactory Service Ratings. Unsatisfactory service rating(s), except during a working test period shall be grievable.

Section 12. Delayed Suspensions. The implementation of a suspension action by the employer shall be delayed until the Step III response has been issued regarding the grievance filed under Article 13 of the grievance process, if grievance is submitted to Step III.

ARTICLE 14
HOURS OF WORK AND WORK SCHEDULES

Section 1. Work Week. The regularly established work week for employees in this unit shall be thirty-six and one-quarter (36 1/4) hours per week. All employees shall be scheduled to work a regular shift as determined by the appointing authority; such work shift shall have specific starting and quitting times, except that employees assigned to field services shall have no specific starting and quitting times.

Section 2. Continuous Operations. Employees in continuous operations as defined below will have a regularly scheduled work week which provides for an average of thirty-six and one-quarter (36 1/4) hours per week over a sixteen (16) week cycle, which provides for seventy (70) days of eight (8) hours and fifteen (15) minutes, which includes roll call. It is understood that every other weekend off will remain in those schedules at CRCI, Osborne, Enfield **(CCIE)**, and Cheshire **(MYI)** where they now have it.

Continuous Operations:
Food Service Supervisor I, II, III (except the York CI production kitchen and facility leads)
Correction Officer
Correction Officer Aide-where need exists
Correctional Medical Attendant to maintain around-the-clock coverage
Correctional Treatment Officer, where appropriate
Correctional Stationary Engineer
Federal Grant Participants, where appropriate

Correctional Services Aides, where appropriate

It is recognized that a number of positions have been in existence many years as exceptions to the continuous operations described above. These five (5) day posts will continue to be recognized, as will any such positions that may be subsequently identified by the appointing authority. The parties agree that the Department of Correction may establish up to a maximum of five hundred (500) total 5-day on, 2-day off (continuous operations 5 and 2 post) positions. Such positions will have regularly scheduled days off of Saturday and Sunday. The Department of Correction may schedule employees in these positions to work an occasional single weekend day.

Section 3. Changes in Schedules. Insofar as possible, changes in work schedules will be made with a minimum of two (2) weeks' notice to the employee affected by a work schedule change, except when changes are necessary due to emergency situations, in accordance with present practice.

Section 4. Non-Continuous Operations. Employees in operations which are not continuous operations as listed in this Article shall work five (5) seven (7) hour and fifteen (15) minute days with two (2) consecutive days off in each seven (7) day period. Employees who are assigned to work in an institution are required to be available to supervise inmates, if necessary, during their meal periods. Such time shall be counted as work time.

Section 5. New Facilities. As new facilities are opened it is agreed that employees in continuous operations shall be assigned to the "five on three off" 36 1/4 hour work schedule.

Section 6. Canine Unit. Correction Officers assigned to the Canine Corps Operation, shall have their schedule modified from time to time due to training.

Section 7. SWAPS

A. NP-4 members shall be allowed to swap scheduled shifts with other NP-4 members in the same classification at the same worksite. Probationary employees shall not be allowed to swap.

B. **Swap Requests:**

1. Employees shall make a written request on the swap request form to their supervisor(s) at least forty-eight (48) hours prior to the first shift of the requested swap.

2. If a shift swap is denied, the supervisor denying the swap shall state the reason for the denial on the written request form.

3. The swap request form shall indicate an agreed upon payback date that is within seventy (70) calendar days of the initial swap. The payback date must be a day on which the employee is scheduled to be on duty. Open ended and three (3) way swaps shall not be allowed.

4. A decision on the request shall be issued no later than one (1) hour prior to the end of the shift on which it was submitted.

C. **Swaps:**

1. Employees shall be allowed up to a maximum of seventy-four (74) swaps per calendar year, but no more than twelve (12) in any calendar month.

   Effective July 1, 2018, employees shall be allowed up to a maximum of ninety-six (96) swaps per calendar year, but no more than twelve (12) in any calendar month.

   Effective July 1, 2019, employees shall be allowed up to a maximum of one-hundred twenty (120) swaps per calendar year, but no more than twelve (12) in any calendar month.

2. Employees actually working for another employee shall retain his or her own seniority in the event of involuntary overtime (holdover being necessary).

3. No employee shall work more than 16.25 consecutive hours including swaps, except in emergency situation(s).

4. The employee originally scheduled to work, shall be marked as authorized leave without pay (ALWO) if the staff member they swap with fails to report for duty on the day of the approved swap. Said employee shall be allowed to convert the ALWO day utilizing their available accruals.

   In the event the person responsible for working the swap, reports late for duty, he/she shall receive a tardy slip. This information will be recorded in the Shift Commander's log and shall be reflected in the roster.

5. A staff member working a swap will be eligible for overtime. If the staff member working the swaps is due to be called in on overtime for the following shifts and declines the overtime, he/she will be marked with a refusal. (Unless he/she have worked 16.25 consecutive hours).

D. **Violations:**

1. The employee responsible for working the swap who does not report for duty or reports late for duty (during a 12 month period) shall be sanctioned as follows:

   1st Offense- 30 Days Suspension of Swap privileges*

2nd Offense-90 Days Suspension of Swap privileges*
3rd Offense-One (1) Year Suspension of Swap privileges*
*Said suspension(s) shall be initiated immediately except that all pre-approved Swaps involving the affected employee shall be fulfilled.

E. **Posts:**

1. Swapping employees shall be assigned to the post assigned to the person they swapped with unless they do not possess the qualifications to work that post. i.e. weapons qualified.

F. **Copies:**

1. Copies of approved/denied Swap request slips shall be distributed as follows;

   a. Original to the employee
   b. Copy to second employee
   c. Copy to Shift Commander(s) involved
   d. Copy to file for inclusion in the monthly report

2. Each facility shall maintain a log of all approved and denied Swap Requests. These summaries will be submitted with each facility's monthly report and shall include Employee Names, Number of Swaps by that Employee (by month) and Employees whose Swapping privileges were suspended or revoked with the reason for suspension of revocation.

ARTICLE 15
OVERTIME

Section 1. Rate of Pay. An employee who performs work authorized by the Employer in addition to his/her regular work week, as defined in the work schedule article, shall be compensated at straight time for all such overtime hours up to forty (40), and at time and one-half for all overtime hours over forty (40) in that work week. The provisions of this Section shall not apply with respect to any employee employed in a position or class which has been designated unscheduled. Such employees shall continue to receive compensatory time off for hours worked in excess of their normal work week.

Section 2. Voluntary Overtime Distribution. All employees wanting to work voluntary overtime will sign a quarterly overtime list. Overtime will be distributed in accordance with either section A. or B. below. Each facility will be allowed to vote, upon request, once each contract period on which method to use. The vote will take place within sixty (60) days of legislative approval of this Agreement. If no vote is held, the method in use at the beginning of the contract period will continue at that facility.

A. **"Equalization" System.** All overtime work, including overtime holdovers caused by short notice of absence, shall be distributed equally, to the extent practicable, to employees within the same job class at each institution, regardless of shift who have volunteered for such overtime. Equalization shall be accomplished annually, subject to quarterly review of the overtime list by both parties. Employees who refuse overtime, shall only be "charged" the number of hours offered in said overtime.

For the purpose of equalization, overtime work refusal shall be treated as overtime worked. Three (3) separate instances of an unanswered phone on three (3) separate days shall count as one (1) refusal, and six (6) refusals within a quarter shall remove an employee from the overtime list for the balance of the quarter. At the beginning of each quarter, employees seeking overtime shall sign-up for the overtime list and those employees who do not sign for the quarter but subsequently sign for future quarters or employees removed for six (6) refusals shall be credited with the highest overtime hours earned by employees in the previous quarter. The overtime list will be available for inspection.

B. **"Sign-up Book" System.** Each Facility under this system shall maintain a sign-up book system by which NP-4 members on the quarterly overtime list can indicate their availability to work overtime on specific days and shifts. The sign-up book will contain pages representing each day of each month, separated into three sections representing each shift worked by employees in continuous operations. The book will be established 14 days prior to the beginning of each month, with each page representing 24 hours. For employees in classes that are not continuous operations, pages will represent shifts available for those classes. Employees who refuse overtime, shall only be "charged" the number of hours offered in said overtime.

1) **Book Location.** The sign-up book will be located in an area designated by the parties at each facility and will be available for all employees in the same class to sign on a daily basis, regardless of shift.

2) **Quarterly List.** Only employees who have signed the quarterly overtime list will be allowed to place their names in the sign-up book during that quarter.

3) **Supervisor to Use Book.** When a Supervisor needs to fill a vacancy with overtime, he/she will refer to the sign-up book and the outlined overtime process listed below;

a. The supervisor shall utilize the sign-up book to fill facility shortages by calling the staff member with the least number of overtime hours for that quarter who has signed the

book for that day and shift. When additional staff are needed to fill overtime vacancies, it will be done in order from least to most overtime hours among the employees who have signed the list for that day and shift. When the daily sign-up list has been exhausted and additional staff are needed, then the quarterly overtime list will be utilized according to paragraph b. below.

b. The supervisor shall utilize the facility "quarterly overtime list" to fill facility shortages by calling all staff members on the quarterly list in order from least to most overtime hours.

When the quarterly overtime list and facility volunteers request have been exhausted, and additional staff are needed, paragraph c. below shall apply.

c. The supervisor shall mandate available staff to fill facility shortages per provisions contained herein. Double-mandating shall only be done according to Facility Specific Emergency Staffing Protocol (FSESP.)

Should additional staff be needed after all available staff are mandated, then the supervisor shall notify the Duty Officer who will authorize the Facility Specific Emergency Staffing Protocol (FSESP.)

4) **No Contact.** Employees who have signed the book or are on the quarterly overtime list will be given a no contact when the employees cannot be contacted for a particular shift signed for. If the employee refuses overtime when offered for a shift signed for, or if an employee on the quarterly overtime list is contacted via said quarterly overtime list and refuses the overtime offered, it will be considered a refusal. Three (3) instances of no contact shall equal a refusal and six (6) refusals in a quarter shall result in the employee's removal from the quarterly overtime list.

Employees who work an overtime shift and are asked or contacted to work an additional overtime shift(s) with-in the same calendar day, shall not receive a no contact or refusal, when they choose not to work said overtime shift or are not contacted.

C. **Zero Hours at Each Quarter.** At the beginning of each quarter, all employees who opt to sign up for the quarterly overtime list will begin the quarter with zero (0) hours and said list shall be generated in the order of seniority. A total number of hours per employee will be kept for the fiscal year by the employer and will be available for review by the Union each quarter. When all hours are equal, seniority shall be the determining factor in hiring.

D. **Transferred/Returning Employees.** Employees transferring into a facility during a quarter will be permitted, upon request, to have their names added to the quarterly overtime

list and will be credited with the highest number of hours attained by any employee on the list. Probationary employees will be placed on the list, if requested, upon completion of probation under the same conditions as a transfer.

Employees returning from a temporary service higher class assignment during a quarter, upon reassignment to their former position, shall be considered as a transferred employee for overtime purposes.

Employees returning from workers' compensation in a new quarter shall be placed on the overtime list at his/her request at zero (0) hours.

Employees returning from Administrative Leave and/or FMLA in a new quarter shall be placed on the overtime list at his/her request at zero (0) hours.

E. **Equalization.** It is understood by all parties that utilizing the sign-up book system cannot ensure equalization among all employees at the end of each fiscal year due to employees being able to choose the days they want to work overtime. However, it is also understood that the employer will make every effort to equalize overtime among those employees signing the book by offering the employees with the least number of hours who have signed up for a shift the overtime first.

F. **Removal of Name.** An employee may remove his/her name from a daily sign-up sheet by giving at least twenty-four (24) hours notice to a supervisor who must initial such removal.

Section 3. Call Time. Employees called back to duty after completion of a regular shift shall receive a minimum of four (4) hours pay at the applicable overtime rate. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift. Employees who refuse overtime work prior to their regular starting time shall not be charged with a refusal for the purpose outlined in Section 2 of this article.

Section 4. Payment of Overtime. When practical, overtime checks shall be paid not later than the second payroll period following the overtime worked.

Section 5. Pyramiding. Overtime pay shall not be pyramided.

Section 6. Limitation on Length of Consecutive Shift Assignments. No employee shall be required to work more than two (2) consecutive shifts and no employee will be ordered to work two (2) consecutive days of two (2) consecutive shifts, except in an emergency situation.

Section 7. Work Beyond End of Shift. Any employee who is not released at the end of his/her assigned shift shall be paid at the applicable rate in units of quarter hours for any part worked

thereof.

Section 8. Designated Work. As used in this Article, the phrase designated work unit may include but shall not be limited to complex, district, facility or operation within a facility.

Section 9. Overtime Holdover. An employee is held over if he/she is drafted and assumes a post on the shift subsequent to his/her own shift. Late roll calls and late counts shall not be considered a holdover. When a designated work unit requires overtime holdover (i.e., draft) it shall be accomplished by inverse class seniority utilizing staff on duty from the previous shift including those staff currently on a single overtime shift on their day off. Such holdover shall also be in compliance with other provisions herein.

Section 10. Overtime for Normal Operations. No overtime shall be allowed at any designated work unit other than by employees assigned to the designated work unit for the purpose of normal operations, except in emergency situations.

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

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

Section 2. Basis for Temporary Assignment. 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) working days.

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

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

Section 5. Appeal Procedure. In the event the Commissioner of Administrative Services or designee disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification as provided in Article 12. The form certifying the assignment will specify the rights and obligations of the parties under Sections 4 and 5.

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

ARTICLE 17
COMPENSATION

Section 1. Salaries.

A. **General Increases.** Employees shall receive pay increases as follows:

1) There shall be no General Wage Increase (GWI) made to the NP-4 pay scale (NP-4 CO/CP Hour Salary Plan) for fiscal year 2016-2017.

2) There shall be no General Wage Increase (GWI) made to the NP-4 pay scale (NP-4 CO/CP Hour Salary Plan) for fiscal year 2017-2018.

3) There shall be no General Wage Increase (GWI) paid to any NP-4 employee for fiscal year 2018-2019.

   Effective July 1, 2018, all NP-4 Bargaining Unit employees shall receive a one-time, two-thousand dollar ($2000.00) payment. This one-time payment shall be prorated for part-time unit employees. **Said payment shall be pensionable.**

4) Effective July 1, 2019, the base annual salary for all NP-4 bargaining unit employees (NP-4 CO/CP Hour Salary Plan) shall be increased by three and one-half percent (3.5%.)

5) Effective July 1, 2020, the base annual salary for all NP-4 bargaining unit employees (NP-4 CO/CP Hour Salary Plan) shall be increased by three and one-half percent (3.5%.)

B. **Trainee Rate.** The hiring rate for Correction Officer Trainees, (Cadets) shall be ten (10%) percent below Step 1 of the salary grade for Correction Officer. In the first full pay period

following completion of the tenth week of the initial probationary period such Trainee's salary will be adjusted to Step 1 of the salary grade for Correction Officer.

Section 2. Annual Increments and Lump Sum Payments

A. Employees will continue to be eligible for and receive annual increments (steps) in accordance with the existing practice except as specifically varied by the contract.

1) There will be no annual increment for contract year 2016-2017.

2) There will be no annual increment for contract year 2017-2018.

3) There will be no annual increment for contract year 2018-2019.

4) Effective July 1, 2019, all NP-4 employees not at top step, shall receive an annual increment and advance one (1) step on the pay scale (NP-4 CO/CP Hour Salary Plan.)

5) Effective July 1, 2020, all NP-4 employees not at top step, shall receive an annual increment and advance one (1) step on the pay scale (NP-4 CO/CP Hour Salary Plan.)

B. Employees at the top step of the pay scale shall receive a $750 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by the contract.

1) There will be no lump sum payment for contract year 2016-2017.

2) There will be no lump sum payment for contract year 2017-2018.

3) There will be no lump sum payment for contract year 2018-2019.

4) Effective contract year 2019-2020, all NP-4 employees at top step shall receive a seven-hundred fifty dollar ($750) lump sum payment.

5) Effective contract year 2020-2021, all NP-4 employees at top step shall receive a seven-hundred fifty dollar ($750) lump sum payment.

Section 3. Provisional Appointment. Upon promotional appointment on a provisional basis, an employee shall receive a minimum increase in salary of one (1) Annual Increment in the salary group to which promoted, as if appointed from an employment list.

Section 4. Longevity. The longevity schedule based on the pay plan effective on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is appended (Appendix B) except that the April, 2018 payment shall be paid in July, 2018.

Section 5. Mileage Reimbursement. Mileage reimbursement shall be at the rate established by the U.S. General Services Administration. The State Employer shall readjust such rate within thirty (30) days of any change by the U.S. General Services Administration.

Section 6. Night Shift Differential. All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 p.m. and before 6:00 a.m. shall receive a night shift differential of ninety (90) cents per hour. Shift differential will only be paid when an employee is actually working.

A. Effective July 1, 2019, the night shift differential shall be increased to one dollar ($1.00) per hour. Shift differential will only be paid when an employee is actually working.

Section 7. Weekend Differential. For the purposes of this Section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

A. **Minimum.** The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in Section 7 above.

B. **Rate.** The rate shall be sixty-five (65) cents an hour.

1) Effective July 1, 2019, the weekend shift differential shall be increased to seventy-five (75) cents per hour.

C. **Differential Paid When Employee Is Working.** The weekend differential will only be paid when an employee is actually working.

Section 8. Overpayments. When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons thereof. 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 arrangements. In the event the employee contests whether he/she was actually overpaid the employer shall not institute refund procedures until completion of the grievance/arbitration appeal process.

Section 9. Facility Meal Reimbursement. Employees at all existing correctional facilities shall

continue to receive reimbursement as detailed herein.

~~**Effective July 1, 2017, new hire employees will not receive reimbursement in any facility for the life of this Agreement.**~~

A. New Facilities. As new correctional facilities open during the term of this agreement, the employees at such facilities shall also receive meal reimbursement as is in effect at current facilities.

B. Rate. The meal reimbursement rate shall be $9.00 for each shift actually worked, including mandated shifts.

C. Eligibility. The minimum time for eligibility for such reimbursement shall be equal to one-half (½) of the shift, for all shifts worked, **including mandated shifts.** ~~except unanticipated overtime after a regular scheduled shift the employee shall be provided with a sandwich and a beverage, prepared by a staff member.~~

D. Inmate Workers Excluded. All inmate workers will be removed from the staff dining area during meal periods.

E. Secured Equipment Provided. Secured refrigeration equipment will be provided in each facility. Vending machines will also be installed in each facility. Prices charged for items in the vending machines will be kept at cost.

F. Reimbursement For Employees Who Transport Inmates. Employees who are transporting inmates or parolees outside of the institution shall receive the same reimbursement as if they were working inside the institution.

Section 10. Working Conditions Stipend. In consideration of the fact that the Objective Job Evaluation study by Willis Associates did not properly take into consideration the severe dangers associated with the NP-4 bargaining unit jobs, all members covered by this Agreement shall receive a stipend for working conditions of $800.00 yearly, payable in the first paycheck dated in December of each contract year.

A. Effective July 1, 2019, the Working Conditions Stipend shall be increased to nine hundred fifty dollars ($950.00)

Section 11. License Fees. The Employer shall reimburse employees in all classifications for the cost(s) of licenses and/or certificates required by the Employer as a condition of employment

except that the cost of a Class 2 driver's license (non-CDL) shall not be reimbursed. Requests for reimbursement shall be processed upon presentation of a validated license and proof of costs and payment.

Section 12. Maintenance On-call/Standby. Effective thirty (30) days following legislative approval, management may establish a procedure to designate qualified employees in Correctional Maintenance positions by job classification and function as on-call/standby status. Management will solicit volunteers and provide any necessary training for the performance of on-call duties, which will be rotated among the volunteers. 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. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed $100.00 per work week. Employees so designated shall be issued cell phones or similar equipment.

A. An employee who is required to take or respond to a call while on such status shall receive one-hour's compensation at the applicable rate.
B. An employee who is required to report for duty shall be compensated in accordance with the Overtime Article (Article 15).

ARTICLE 18
CLASS REEVALUATION (UPGRADING)

Section 1. The State and the Union agree to the following Class and SCOPE Reevaluation process:

A. The State and the Union agree to maintain and continue the current practice of five (5) year class and class specification reviews where OJE adjustments may be resolved for jobs and classes which the Union believes have substantial changes in duties through interim bargaining and, if necessary, arbitration.

B. New positions will be subject to bargaining and arbitration one (1) year after their creation, and an individual being in the position, whichever is later.

C. The above listed Class and SCOPE Reevaluation process may be amended upon mutual agreement.

Section 2. NP-4 BARGAINING UNIT OJE POINT RANGES

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 the Scope Agreement.

GRADE	POINT	RANGE
1	0	127
2	136	140
3	141	155
4	156	168
5	169	182
6	183	197
7	198	213
8	214	229
9	230	246
10	247	264
11	265	282
12	283	302
13	303	323
14	324	345
15	346	370
16	371	

Section 3. This Article shall not prevent the implementation of OJE adjustments agreed to or ordered prior to the effective date of the Agreement.

Section 4. State May Institute Class Reevaluation. Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative.

ARTICLE 19
METHOD OF SALARY PAYMENT

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

time under this clause; (c) restoration to the employee's leave bank of any leave utilized under this clause.

Section 2. Life Insurance. The Employer will continue to pay its current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work-related disability leave under Section 1, "Workers' Compensation," of this Article.

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

Section 4. Current Salary Payment Method. In all other respects, the method of salary payment on June 30, 1982 shall continue in force.

Section 5. Permanent Part-Time Employees. Permanent part-time employees will continue to receive wages and fringe benefits on a prorate basis to the extent provided under existing rules and regulations.

ARTICLE 20
GROUP HEALTH INSURANCE

Section 1. Health Insurance Coverage. The terms and conditions of employee health insurance coverage and benefits are negotiated separately by the State and the Unions. All provisions concerning the health insurance coverage and benefits are governed by the separate agreement of the parties on that subject.

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

ARTICLE 21
HOLIDAYS

Section 1. Holidays. For the purposes of this Article, holidays are as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day

Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Section 2. Effect of Statute Governing Holidays. Unless superseded in this Article, the provisions of C.G.S. Section 5-254 and the appurtenant regulations shall continue in force.

Section 3. Overtime - Call in on a Holiday.

A. **Work Not Required on Holidays.** Each employee whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, in addition to his/her regular week's pay, he/she shall receive overtime pay at the applicable rate and shall be guaranteed a full day of work.

B. **Work Required on Holidays.** Each employee whose job requires him/her to work on a holiday and who is called in to work on a holiday falling on a regular scheduled day off shall receive overtime pay at the applicable rate in addition to the compensatory day off in lieu of such holiday.

Section 4. Work on Holidays Other than Thanksgiving, Christmas. Each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day's pay at straight time in addition to his/her regular week's pay. On or about May 1st, prior to the beginning of each fiscal year, the Employer will provide a list on which an employee shall elect cash or time off for all such holidays. If an employee fails to make an election by June 1, she/he will receive cash for all such holidays.

Section 5. Work on Thanksgiving, Christmas, New Year's Day. Each employee whose job requires him/her to work on Thanksgiving, Christmas, or New Year's Day, shall be paid at the rate of time and one-half his/her regular hourly rate for all hours worked on the holiday in addition to his/her regular pay for the day in lieu of compensatory time.

Section 6. Work on Martin Luther King Day, Lincoln's Birthday. Each employee whose job requires him/her to work on Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday shall be paid at the rate of time and one-half for all hours worked on the holiday in addition to his/her regular pay for the day. The employee may take compensatory time off in lieu

of the holiday pay.

Section 7. Accrued Time. Any compensatory (T.O.) time accrued at the time of any employee's separation from State service shall be paid off to the employee at the applicable rate in effect at the time of such service separation. Employees who are assigned to work schedules which contain daily tours of eight (8) hours and fifteen (15) minutes shall, upon separation or retirement from state service, have accrued compensatory (T.O.) time pay computed based on a standard eight (8) hour and fifteen (15) minute work day.

Section 8. Holiday Dates of Observance.

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

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

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

B. **Other Schedules.** Holidays for all other employees shall be observed on the dates designated by the State.

ARTICLE 22
PREGNANCY, MATERNAL, PARENTAL AND FAMILY LEAVE

Section 1. Pregnancy, Maternity. Disabilities resulting from pregnancy and maternity, defined as the hospital stay and any period of time prior to and subsequent to delivery 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 earned accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, position held. The total period of leave of absence without pay with position being held shall not exceed six (6) months following the date of delivery. A request to continue on a leave of absence beyond this six (6) month period must be in writing. If granted, the position may or may not be held for this extended period subject to the appointing authority's decision.

Section 2. Family Leave.

A. **Childbirth, Adoption.** Up to three (3) days paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption or taking custody of a child.

B. **Parental, Family.** Parental leave and family leave shall be governed by C.G.S. Section 5-248a (and any amendments) and the appurtenant regulations.

C. **Use of Other Leave.** An employee who is granted a statutory non disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time off during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

D. **Holidays During Leave.** Holidays which occur during the period covered by the leave provisions of C.G.S. Sec. 5-248a shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

Section 3. Use of Sick Leave to Care for Family Member Requiring Care. Bargaining unit employees may use their sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act or other state or federal family medical leave provisions. Use of sick leave to which an employee is entitled under this paragraph shall not be deemed an incident or occurrence under an absence control policy. Family and Medical Leave for such employees shall be governed by federal law and by C.G.S. §31-51kk. In addition, employees shall have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise due under this section or under the FMLA, and as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification. Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave as per current practice.

ARTICLE 23
LABOR MANAGEMENT COMMITTEES

Section 1. Committees. Not less than four (4) times each year, if needed, a Labor Management Committee representative of the Bargaining Unit, consisting of not more than ten (l0) persons selected by each party, shall meet at the departmental level to discuss matters of mutual concern.

A. Department Level. The ten (10) Union representatives shall be picked by the Union. There shall not be more than three Union Representatives from any one work location.

B. Institution Level. Labor Management meetings at the institution level shall consist of stewards or Executive Board members of the particular institutions as follows:

Facility	Number
Osborn	6
Enfield	6
Cheshire (CCC)	6
Manson Youth	6
CRCI	6
New Haven	5
Hartford	5
Bridgeport	5
Brooklyn	3
Community Services	3
Willard-Cybulski	6
Northern	5
MacDougall-Walker	8
Garner	6
Corrigan-Radgowski	6
York	6

C. Additional Representation.

1) New Facilities. The Union, upon request, shall be granted additional representation consistent with the current practice as a result of new facilities opening during the term of this Agreement.

2) The Local President and/or their designee shall have the option to attend a Facility LM meeting that fall within their Locals' Facilities.

Section 2. Topics for Discussion. The subjects discussed may relate generally to this Agreement, but shall not be for the purpose of discussing pending grievances or for collective bargaining on any subject. The topics for discussion will include, but are not limited to:

a) Methods of improving Employer/employee relations and productivity.
b) Safety and health problems of a continuing nature.
c) Affirmative action goals and methods of implementation.

d) Other problems which have an impact on conditions of employment.

Section 3. Request for Meeting; Agenda. The Union or management shall request such a meeting in writing two (2) weeks prior to the requested time for the meeting, specifying the items to be discussed. The Department and the Union shall exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meeting. By mutual agreement, the parties may vary the agenda.

Section 4. Pay Status. The unit employees participating in the meetings shall be in pay status for the time spent in Union Management meetings held during their regularly scheduled hours of employment.

Section 5. OLR and Union Staff. Staff representatives of the Office of Labor Relations and the Union may render assistance to the Labor Management Committee established by this Article as may be necessary to fulfill the objectives of this Article, and may participate in meetings of the Committee.

Section 6. Minutes. Minutes of such meetings will be distributed to Committee members within two (2) weeks after the meetings.

Section 7. Staffing Committee. The State agrees to the establishment of a committee to review and evaluate the staffing complements. The committee shall meet quarterly to evaluate such concerns. The committee shall consist of executives of Union and Management as follows:

Four (4) from the Union, one of which shall be a Staff Representative of Council 4
Two (2) from the Correction Department
Two (2) from the Office of Policy and Management.

Recommendations of the committee shall be forwarded to the Commissioner of Correction, Secretary of Office of Policy and Management and Commissioner of Administrative Services for review and possible implementation within budgetary constraints.

ARTICLE 24
SAFETY

Section 1. Unsafe or Unhealthy Conditions. The Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the condition.

Section 2. Disputes. Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with COSHA or otherwise with the Department-wide Labor Management Committee, but shall not be subject to the grievance procedure.

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

ARTICLE 25
VACATIONS

Section 1. Schedule. Employees shall accrue vacation leave according to the following;

Years of Service Vacation	
Zero (0) to five (5) years:	One (l) day per month.
Over five (5) and under twenty (20) years:	One and one-quarter (l l/4) days per month.
Over twenty (20) years:	One and two-thirds (l 2/3) days per month.

Every effort will be made in the Department of Correction to grant accrued leave time on weekends, upon request, if in the judgment of the appointing authority, staffing is available, and that security or necessary inmate programs are not jeopardized.

A. Carryover. No employee will carryover, without agency permission, more than ten (10) days of vacation leave to the next year. The maximum vacation accumulation shall be sixty (60) days.

Section 2. Computation Method at Separation. Employees who are assigned to work schedules which contain daily tours of eight (8) hours and fifteen (15) minutes shall, upon separation or retirement from State service, have accrued vacation leave pay computed based on a standard eight (8) hour and fifteen (15) minute work day.

Section 3. Annual Vacation Selection. Vacation sign-up books shall be provided at each facility for each shift prior to January 1 of each year. Selection of all vacation leave shall be done via seniority for the subsequent calendar year. NP-4 members shall be allowed to select their vacation time off on an individual day basis up to the amount of their annual vacation accrual as defined under Article 25, Section 1.

A. Additional Vacation Requests. NP-4 members may request additional vacation leave other than annual vacation. These requests must be made no less than 24 hours prior to the day requested

and no greater than 30 calendar days prior to the date requested. The day off requested is not counted as part of the 30 days. Requests for time-off 30 days or less in advance shall be determined by seniority, and shall be processed at least one (1) hour prior to the completion of the shift the request was submitted.

B. Previously Granted Time-Off. In the event a NP-4 member changes facilities, shift or slot, all previously granted time-off shall be honored and adjusted to the employee's new schedule. The time-off shall be granted and not counted against the shift time-off allotment. Staff with approved annual vacation transferring to another facility, will not have their approved vacation count against the receiving facilities time-off allotment (compliment.)

Section 4. A second shift employee who has vacation and/or time off scheduled, shall not be required to work beyond the end of their normally scheduled shift the day before said scheduled vacation or time off.

ARTICLE 26
RETIREMENT, INSURANCES AND LEAVES

Section 1. Retirement Plan. The terms and conditions of employee retirement benefits are negotiated separately by the State and the Unions. All provisions concerning retirement are governed by the separate agreement of the parties on that subject.

Section 2. Insurance and Leaves. Except where varied in this Agreement, the State will continue in force its written rules and regulations presently in effect with reference to:

A. Sick leave, personal leave, or other paid or unpaid leave of absence; a leave of absence without pay of five (5) days or less in any month shall not affect the accrual of vacation or sick leave.

B. Insurance coverages;

C. Workers' Compensation;

D. Retirement, including disability retirement;

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

days pay.

F. The State agrees to continue in effect its practice of reimbursing employees for damage to personal property, consistent with Section 4-l42 of the C.G.S.

Section 3. Medical Certificate. If an employee is absent on sick leave for five (5) or more consecutive working days, the employee must submit a medical certificate stating reasons for the absence. When continued absences from work constitute an abuse of sick leave, the employee and the Union shall be notified in writing. After such notification, the Employer may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the employee to progressive discipline.

Section 4. Personal Leave Time. Each permanent employee shall be granted up to three (3) days personal leave per year, without having to provide a reason. However, whether the leave will be granted when requested depends upon: (l) the adequacy of notice; (2) known approved leaves and absences for the requested dates, and (3) an emergency as unanticipated need for the absence. The Employer will endeavor to provide an answer to the request within a reasonable time. Once a written approval has been granted, it shall not be revoked.

Section 5. It is understood each year that;

1) up to three (3) days of personal leave;
2) up to three (3) days of sick leave utilized in the event of death in the immediate family; and
3) up to five (5) days of sick leave utilized in the event of critical illness or severe injury to a member of the immediate family creating an emergency shall not be counted as an occurrence of absence under Department of Correction Administrative Directive 2.11 or Board of Parole Policy

Section 6. Employees may be required to provide a doctor's note or appointment card to substantiate absences for medical appointments that exceed ½ work day.

Section 7. LEAVE DONATION

From time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation and/or personal 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. 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 27
EMPLOYEE UNIFORM, PERSONAL APPEARANCE AND IDENTIFICATION

Section 1. Policy. The Department shall issue standard uniforms to designated employees. Each Department employee shall present a neat, clean and well-groomed appearance while in the performance of duties and/or while wearing a uniform. Official identification shall be issued to Department employees.

Section 2. Authority and Reference.

A. Connecticut General Statutes, Section 18-81.
B. Administrative Directives 2.16, Honor Guard and 7.4 Correctional Emergency Response Teams.

Section 3. Uniform Dress Code. Each employee shall present a neat, clean and well-groomed appearance at all times during the performance of duties and/or while in uniform. Clothes shall be kept clean and neat. Footwear shall be clean, non-tattered and laced as appropriate. Direct contact personnel shall carry a Universal Precaution Pouch. No personal equipment, e.g., phones, beepers, etc., other than state issued items shall be carried or worn by staff while on duty. Union presidents and one (1) designated union duty officer per local, shall be allowed to carry a Cell Phone for union business purposes.

A. **Non-Uniformed Personnel.** Attire for non-uniformed personnel shall be in keeping with safety and security concerns. The wearing of provocative, suggestive or exercise attire, shorts, tee shirts, ragged or torn clothing, rubber shower/beach thongs shall not be permitted. Exceptions shall be allowed by the Unit Administrator as it applies to a specific job classification or in order to perform specific duties.

B. **Uniformed Personnel.** The Department of Correction shall provide uniforms in accordance with Section 6, "Uniform Specification and Allotment," except that the Commissioner of Correction may change the color and style of the uniform upon notice to the Union. Uniform items which require dry cleaning shall be maintained by the Department through a designated vendor. A limit of three (3) pairs of uniform pants per week and one (1) Department issued winter coat per year, shall be maintained by the Department. Uniforms shall only be worn as provided in this Directive. No portion of a uniform shall be worn with any other clothing not authorized herein. Uniforms shall not be worn while off duty except as necessary to travel to and from the employee's worksite, fulfill family responsibilities, or while volunteering and officially representing the Department of Correction. The consumption of alcohol while in uniform is strictly prohibited.

1) **Uniform Appearance.** Upon reporting for duty, uniforms as per Section 6 shall be clean and neat. Shoes shall have a clean and unscuffed appearance.

2) **Security Personnel Uniform.** Standards and guidelines for uniformed security personnel shall be as follows:

   a) A shirt shall have a Department shoulder patch, name tag, badge and insignia of rank (if applicable). A long sleeve or short sleeve uniform shirt shall be worn at the employee's discretion. A short sleeve shirt shall be fully buttoned with the exception of the top button.

   b) Trousers shall be worn with a belt and issued belt-worn equipment and supplies.

   c) The jacket shall have a dark blue Department shoulder patch, badge, name tag and insignia of rank (if applicable). The jacket shall be worn at the discretion of the employee.

   d) The sweater shall have a badge and name tag. The sweater shall be worn at the discretion of the employee.

   e) Solid black leather type shoes/boots shall be worn with black socks,

   f) Sneakers shall not be allowed. Special shoes and/or socks, when job or medically required, may be substituted as authorized by the Department.

   g) Issuance of the hat shall be upon request and may be worn at the officer's discretion. The hat shall be worn with the brim squarely facing forward. A winter weather cap shall be made available for an outside post during inclement weather.

   h) Any tee shirt worn as an undergarment, if visible, shall be white or black.

   i) All uniforms and allotments shall meet the specifications in Section 6. Any insignia ornament or accessory other than provided for in this Directive shall be prohibited. Each facility shall provide coveralls for special assignments which require protective clothing. Maintenance or detail uniforms shall be authorized for uniformed security personnel, performing detail duties.

3) **Uniformed Non-Security Personnel.** Uniformed non-security personnel shall be authorized to wear long or short sleeve shirts without a necktie, and other attire in accordance with Section 6. Special shoes, when medically required, may be substituted when authorized by the Unit

Administrator.

4) **Exchange.** Uniform items, as per Section 6, shall be exchanged on a one-for-one basis when an item is beyond repair or no longer fits. Name tags or belt equipment shall be replaced as required. All issued uniform replacements shall be at the employer's discretion and expense. Any uniform which is in stock or has already been distributed at the time of this Directive may continue to be used until it is beyond repair or no longer fits.

5) **Maternity Uniform.** Maternity uniforms shall be provided, as appropriate, when requested by the employee.

6) **Specialized Facility Uniforms.** Any specialized uniform to be worn by staff at a facility shall require an exception from the Commissioner.

7) **Transition.** The Department shall ensure that all uniformed personnel, as specified in this article, have received the required uniform allotment within 120 days of the effective date of this Agreement.

Section 4. Personal Appearance. Personnel shall maintain a neat and clean appearance while on duty and/or in uniform.

A. All Personnel. Department personnel shall be subject to the following personal appearance regarding hair. All hair to include facial hair shall be clean, neat and trimmed. Neither color, cut nor style shall detract from the well-groomed appearance of an employee. Hair shall not interfere with the normal wearing of authorized headgear, medical and safety/security equipment.

B. All NP-4 Personnel.

(1) Hair. Hair shall not cover more than one half of the ear, stand out more than one inch from the ear, extend to the eyebrows or be worn below the top of the collar. Hair which falls below the collar shall be tucked under or tied up.

(2) Sideburns. Sideburns shall be neatly trimmed and not extend below the bottom of the ear. The base of the sideburn shall be a clean-shaven horizontal line. Sideburns shall be of uniform width from top to bottom with no flare at the base unless connected to a beard.

(3) Mustaches. Mustaches shall be neatly trimmed. No portion of the mustache shall extend beyond the corners of the mouth by more than one half inch unless it is part of a beard.

(4) Beards. Beards shall be trimmed and neat and shall not exceed three-quarters inch in bulk. Unless in the process of growing a beard or mustache, an employee shall be clean shaven.

(5) Fingernails. Employees shall keep their fingernails neatly trimmed to ¼ inch. Nail polish may be worn while in uniform so long as the color, in the reasonable judgment of the Commissioner of Correction, is conservative and complements the uniform. Extreme shades of nail polish such as purple, gold and blue shall not be worn.

(6) Jewelry. Employees shall be prohibited from wearing visible jewelry other than;

a) a wedding ring or set,
b) a non-obstructive ring,
c) watch, and
d) medical alert bracelet/necklace or an MIA bracelet

(5) Employee Identification. Each employee shall be issued a Departmental Identification Card which shall be carried while on duty.

(a) Content. The Identification Card shall include the following:

1) employee photo;
2) name;
3) title;
4) duty station;
5) date of issue;
6) employee signature;
7) employee number; and
8) authorizing signature of the Commissioner.

(b) Update. Each employee Identification Card shall be reissued at least every five (5) years with a current photo. No employee identification card shall be accepted beyond five (5) years from date of issue.

(c) Department Identification Card Return. Upon permanent separation from the Department or new issuance, the employee shall return the Department Identification Card.

(6) Department Issued Badges. Only employees classified under the Hazardous Duty Retirement Bill and Executive staff shall be issued and allowed to display badges while on duty or in an official capacity. Badges for all employees shall be silver in color and include the title of the individual. Uniformed staff shall wear the badge on the uniform shirt above the left pocket. Authorized non-uniformed employees may wear the badge on their belt only.

Section 5. Department Uniform, Property and Equipment Return. Upon permanent separation from the Department, an employee shall return any issued Department uniform, property and/or equipment, to include a weapon.

Section 6. UNIFORM SPECIFICATION AND ALLOTMENT

A. **All Custody, Correctional Maintenance, Correctional Industries, Correctional Commissary and Correctional Food Service employees shall be provided the following uniform items:**

1. **Shirts** five (5.) A total of (5) five long and/or short sleeve shirts; a minimum of one (1) shirt shall be long sleeve.
2. **Trousers** five (5).

   NOTE: The number in parentheses next to the above uniform items indicates the quantity of the item (s) to be allotted to cadets at MTCSD, after which annual distribution shall be four (4) sets per year. Such distribution does not includes swaps as needed.

3. **Hat** (1) Baseball style Cap or knit hat with insignia.
4. **Belt** (1) law enforcement style duty belt. A key safe will also be issued.
5. **Jacket** (1) With zip-out lining.

   NOTE: Items one (1) through five (5) may be in accordance with specifications of previously issued articles until existing inventory are exhausted.

6. **Universal Precaution Pouch** (1) Pouch to be worn on the belt. A pair of disposable latex gloves and a CPR microshield shall be maintained in the pouch and shall be replaced after use.
7. **Department Shoulder Patch** (1) Per shirt~~,~~ and jacket.
8. **Badge** (1) Embroidered per shirt and jacket.
9. **Name Tag** (1) per shirt and jacket.
10. **Body Alarms** A body alarm shall be issued to each hazardous duty staff.
11. **Shoes** (1 pair) Black shoes with black laces. Black military type boots with black laces may be worn at the employee's expense. Trouser legs shall remain outside when worn with a black military type boot. Shoes will be supplied on a yearly basis. Employee may buy second pair at the State rate.
12. **Socks** (7 pair).

*The number in parentheses next to the uniform item indicates the quantity of the item(s) to be allotted.

B. Placement of Authorized Optional Accessories.

1. **American flag and/or P.O.W./M.I.A.** pin may be worn on shirt centered directly under badge, with the base of the pin lined even with the top left pocket seam.
2. **Ribbon of valor/ribbon of distinction** may be worn on shirt centered above the name tag. When multiple ribbons are worn they shall be placed one above the other.
3. **Accreditation pin** may be worn on shirt centered directly above ribbon of valor/ribbon of distinction or above name tag.
4. **Accreditation patch** may be worn on the right shoulder 1" from the top of the jacket and/or sweater.
5. **Honor Guard pin** may only be worn by a present or past Honor Guard Member on the shirt centered directly over the ribbon of valor/ribbon of distinction or above name tag.
6. **K-9 shoulder patch** may only be worn by an active K-9 member on the right shoulder 1" from the top of the right shoulder seam or ½" below any other patch.
7. **½" x 3" gold colored hash marks** may be worn on the left jacket sleeve. One hash mark for each five years of service.
8. **A union pin** shall be allowed for all union members.
9. **No other uniform accessories** shall be allowed unless authorized by the commissioner.
10. **Foul weather gear** shall be provided as necessary.
11. **Handcuffs, keys, flashlights,** category I chemical agents, radios and appropriate holders may be issued and worn on the belt as necessary.

C. Uniformed Correctional Treatment Officer. The silver initials CTO shall be positioned on and parallel with the front edge of the collar.

ARTICLE 28
MILITARY LEAVE

Section 1. Paid Leave for Drills, Emergencies. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to up to seven (7) days of military leave for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for

seniority purposes.

Section 2. Active Duty Training. Employees released for Active Duty Training as provided for in OLR General Notice 88-6, or other General Notices when applicable, shall be paid for such leave provided the following; the orders must be accompanied by a statement from the unit commander that the training will serve in lieu of fulfilling the employee's yearly military training requirements; or that the employee's participation in this calendar year is required for the employee to remain a member of the Guard or reserve unit.

Section 3. Unpaid Leave. Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

Section 4. Supercedence. The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant regulations of the Personnel Policy Board.

ARTICLE 29
STRESS MANAGEMENT

Section 1. Stress Management Fund. The State shall establish a fund of one hundred thousand ($100,000) dollars to be expended on stress management programs and/or procedures.

Section 2. Committee Established. A committee made up of three individuals designated by the Union and three individuals designated by management to determine what programs and/or procedures shall be implemented.

A. The six (6) designated individuals shall select a neutral member to the committee.

B. The cost for the chosen neutral member shall be deducted from the established fund.

Section 3. Rollover. Funds not expended during the life of this Agreement shall rollover into the successor to this Agreement under the provisions of this Article.

ARTICLE 30
PERSONNEL FILES

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

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

Section 2. Union Access. The Union may have access to any employee's personnel file upon presentation of written authorization by the appropriate employee at the location of the normal keeping of the employee's personnel file.

Section 3. Cost of Copies. Copies made of the contents of an employee's personnel file shall be charged at the applicable Freedom of Information rates.

Section 4. Department Representative Must be Present. Review and/or copying of any personnel files shall be done in the presence of a Department designee.

Section 5. File Content.

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

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

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

Section 5. Disclosure. Personnel files of bargaining unit employees shall not be subject to disclosure under the State's Freedom of Information Act where the request for disclosure is made by an inmate or made by someone on behalf of an inmate.

ARTICLE 31
TEMPORARY AND DURATIONAL EMPLOYEES

Section 1. Temporary Employees. A temporary employee, as defined in Article l, shall be covered by this Agreement after six (6) months of continuous service, except that a temporary employee may be terminated at any time by the Employer without right of appeal. This Agreement

entitles a full time temporary employee to the following fringe benefits after six (6) months of continuous service:

l) Vacation accrued from hire in accordance with Article 25, "Vacations," use of accrued vacation, and payment of unused vacation upon termination.

2) Sick leave accrued from hire in accordance with Article 26, Section 2, "Insurance and Leaves," and use of accrued sick leave.

3) Holiday benefits in accordance with Article 21, "Holidays."

4) Participation in group health insurance provided in accordance with Article 20, "Group Health Insurance," subject to any waiting period imposed by the insurance carrier.

5) Group life insurance in accordance with Section 5-257, Connecticut General Statutes (1981).

Time served as a temporary employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of temporary and permanent employment.

Section 2. Durational Employees. A durational employee, as defined in Article l, shall be covered by this Agreement after six (6) months of continuous service. However, due to the nature of the durational appointment, a durational employee cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal and a durational employee shall not have bumping rights. Also, this Section shall not be deemed as a waiver of any requirements of the merit system. This Agreement entitles a full time durational employee to the following fringe benefits after six (6) months of continuous service:

l) Vacation accrued from date of hire in accordance with Article 25, "Vacations," use of accrued vacation, and payment of unused vacation upon termination.

2) Sick leave accrued from date of hire in accordance with Article 26, Section 2, "Insurance and Leaves," and use of accrued sick leave.

3) Holiday benefits in accordance with Article 21, "Holidays."

4) Participation in group health insurance provided in accordance with Article 20, "Group Health Insurance," subject to any waiting period imposed by the insurance carrier.

5) Group life insurance in accordance with Section 5-257, Connecticut General Statutes (1981).

Time served as a durational employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of durational and permanent employment.

ARTICLE 32
CIVIL LEAVE AND JURY DUTY

Section 1. Civil Leave.

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

B. Work Related. If a Court appearance (not jury duty) is required as part of the employee's assignment or as a direct consequence of his/her official function, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 15, Overtime."

Section 2. Jury Duty.

A. Compensation. An employee who is called to serve as a juror shall receive his/her regular pay, less any pay received as juror for each workday while on jury duty.

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

C. Time Off. Time off for jury duty shall be arranged as follows:

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

(2) If the employee is scheduled to work the third shift (midnight) he shall be off the shift following jury duty.

ARTICLE 33
TUITION REIMBURSEMENT

Section 1. Eligibility. Any employee who has completed six months of service and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of eighteen (l8) credits or the equivalent per year.

Section 2. Effective July 1, 2016 there shall be $85,000 appropriated for the purpose of tuition reimbursement each year of the Agreement. Tuition Reimbursement Funds not used, shall rollover year to year, but not to the Successor Agreement.

Section 3. Application for Reimbursement. An employee applying for tuition reimbursement must submit the appropriate forms to the agency's tuition reimbursement coordinator not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

A. **Reimbursement for Credit Courses.** For credit courses at accredited institutions of higher education, one hundred (100%) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum of three hundred dollars ($300) per credit for undergraduate courses and four hundred dollars ($400) per credit for graduate courses.

B. **Reimbursement for Other Courses.** For other courses or programs, there shall be fifty (50%) percent tuition reimbursement to a maximum of one hundred fifty dollars ($150) per credit for undergraduate courses and one hundred eighty dollars ($180) per credit for graduate courses.

Section 4. External Degree Programs. Tuition reimbursement for external degree programs and for courses offered at non accredited institutions or non-credit courses shall be subject to prior approval by the Personnel Development Section of the Department of Administrative Services prior to submission to the agency tuition reimbursement coordinator. Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of noncredit classroom time will be considered the equivalent of one credit.

A. Examination Fees. For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement.

ARTICLE 34
SERVICE RATINGS

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

Section 2. Method of Filing Rating. Service ratings shall be filed by the appointing authority in compliance with Regulation 5-237-1 on the form found in Appendix A of this Agreement. Any conflicts arising between this article and the aforementioned regulations shall be governed/resolved in favor of the article.

Section 3. Ratings by Immediate Supervisor. Service ratings shall be conducted (rated) by the employee's immediate supervisor(s) who has observed the employee's performance for six months or more. If this is not the case, the rater shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and if [s]he has observed the employee for more than six months, shall conduct the service rating; if the predecessor is not available, the shift commander, in consultation with the immediate supervisor shall conduct the service evaluation. Consistent standards of rating shall be made known to the bargaining unit and all raters. Raters shall make a good faith effort to apply such standards uniformly in all ratings.

Section 4. Unsatisfactory Rating. A rating of unsatisfactory in one (1) category or a needs improvement in two (2) categories may constitute an overall unsatisfactory service rating. When an employee is rated unsatisfactory in any category, the rater shall state the reason(s), and if practicable, suggestions for improvement. Overall needs improvement and unsatisfactory service ratings must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen and signed the rating. An employee's signature on the rating form shall serve as confirmation that the employee has seen the rating and not as an indication that the employee agrees with the rating.

Section 5. Overall Unsatisfactory Rating. An overall unsatisfactory annual service rating may be grounds for denial of an annual increment and may also be considered for promotions.

Section 6. Appeals. Only overall unsatisfactory service ratings shall be subject to the grievance and arbitration procedure. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the rater in applying relevant rating standards unless the rater can be shown to have acted arbitrarily or capriciously.

Section 7. Relevance of Comments. Service ratings shall not contain comments which are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

Section 8. Additional Comments Prohibited. No comments may be added to the service rating after it has been signed by the employee.

Section 9. Copy Provided. Employees shall be given copies of their completed service ratings.

ARTICLE 35
PAROLE AND COMMUNITY SERVICES
BOARD OF PARDONS AND PAROLE

Section 1. Equipment. The Employer shall provide, maintain and replace the following equipment for all field services employees (Parole and Community Services Officers "PCS" and Board of Pardons and Parole Interstate Unit Officers "BOPP") including but not limited to;

Body Armor	Ballistic Vest Carrier with Identification Panels
Chemical Spray	Duty Belt
Equipment Bag	Expandable Baton
Flash Light	Leg Irons
Handcuffs	Response Device (currently Cell Phone)
Jacket	Hats
Badge Holders	

Section 2. Firearms. The issuance and removal of a firearm to all Parole Officers and BOPP Interstate Unit Officers is at the discretion of the Director of Parole or the Chairperson of The Board of Pardons and Paroles or his/her designee. Should the issued firearm be removed from a field service employee said employee shall not be assigned to duties requiring a firearm. Upon written request of the affected employee a written reason for the removal of a firearm shall be given by the Director or Chairperson or his/her designee.

Section 3. Labor Management Committee. A labor/management committee, specific to Parole, shall be made up of three (3) NP-4 parole employees, and up to three (3) representatives of the Board. Two (2) NP-4 Union representatives and one (1) representatives of AFSCME Council 4 may also attend committee meetings. The parties may utilize additional members for said meeting(s.)

Section 4. Travel Outside Connecticut. Out of state travel shall be governed by the standard state travel regulations.

Effective July 1, 2019, The NP4 travel reimbursement for all NP4 members conducting out of state extraditions or other professional duties that require travel shall be as follows:

MEALS	
BREAKFAST	$8.00
LUNCH	$10.00
DINNER	$20.00
MISC.	
GRATUITIES ON MEALS	15%
TAXES ON MEALS	ACTUAL COST
TOLLS/PARKING	ACTUAL COST

Section 5. Firearms Training.

A. Firearm Practice. The Agency and Board shall provide paid release time for PCS and BOPP Interstate Unit Officers to practice and qualify for firearm use, including low-light training. The Agency and Board shall provide sufficient ammunition and targets for this purpose.

B. Access to Firearms Range. All PCS and BOPP Interstate Unit Officers Employees may have access to the firearms range at other times for practice at their own expense, provided that: (1) space is available; (2) a State Police Range Officer or pre-approved municipal police firearms range instructor is present for the purpose of supervision; and (3) at a firearms range other than previously listed a Parole Firearms instructor is present.

Section 6. Provisions of Contract Not Applicable to Parole. The following are not applicable to PCS and BOPP or its employees:
Article 8, Section 2;
Article 8, Section 3;
Article 8, Section 4;
Article 8, Section 5;
Article 9, Section 3;
Article 15;
Article 17, Section 9;
Article 23;
Article 27;
Article 36, Section 7; and
Article 36, Section 8.

Section 7. Vehicles.

A. Each PCS and BOPP Interstate Unit Officer shall be provided with a State vehicle. The

assignment of vehicles to employees **(Parole Officers)** is contingent upon the employee available for contact assignment, on a twenty-four (24) hour basis, except when on authorized leave.

B. Employee Use. Employees may continue to take assigned vehicles to their residence after completion of the work day subject to the conditions listed above.

> **1. Incidental Stops.** Employees may make incidental stops (pick up laundry, pick up child at child care etc.) traveling to or from work as long as such stops are on the employee's normal commuting route.

C. Replacements. Replacement vehicles for employees shall be unmarked, four (4) door, air condition, intermediate size vehicles.

D. Safety Cages. Safety cages will be available to employees when transporting prisoners. Vehicles with cages shall have tinted windows as long as DAS Fleet Services permits.

E. Emergency Communications. Emergency communications equipment (radios) shall be made available to employees during scheduled remands.

Section 8. Compensatory Time and Overtime.

A. **Additional Hours Worked.** All Parole Officers - Parole employees and Board of Pardons and Paroles employees, shall continue to receive compensatory time off and compensatory overtime pay for authorized hours worked in excess of the applicable work week according to the following;

1.) Parole Officers may accrue compensatory hours for overtime hours up to a limit of four hundred eighty (480) hours, after which said employee(s) shall be paid time and one-half (1 1/2) for any overtime hours worked.
2.) Compensatory Time shall be earned at a rate of one and one-half (1 1/12) hours for each hour of employment for which overtime compensation is required.
3.) Employees may use Compensatory Time with advanced notice and approval on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.
4.) Overtime Compensation may be paid in cash as the State's option, in lieu of providing compensatory time off, in any workweek or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-half (1 1/12) the rate the employee is actually paid per hour.

5.) Any employee who has a Compensatory Time accrual balance of four hundred eighty (480) hours shall receive any additional overtime earned as Overtime Compensation which shall be paid in cash, at a rate of one and one-half (1 1/12) the rate the employee is actually paid per hour.

6.) Paid leave (sick, vacation, holiday, etc.) shall be considered time worked for purposes of calculating Compensatory Time and Overtime Compensation.

B. Unscheduled Overtime. Employees shall receive additional Compensatory Time for work performed during non-work hours according to the following;

1) When a Parole Officer is contacted during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes;

2) If the Parole Officer is contacted during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court;

3) Should a Parole Officer be contacted during their non-work hours by a Parole Supervisor or by the answering service on a State holiday, Article 21 "Holidays," shall apply for the accrual of callback compensatory time.

C. Compensatory Time credited and/or earned by bargaining unit member(s) shall be retained by said employee(s) until such time as the employee(s) utilizes the credited and/or earned Compensatory Time and shall not be subject to any "use or lose" provision.

When the employee/employer relationship is terminated by any means (retirement, resignation, termination, etc.) and said employee has credited/accrued Compensatory Time, said employee shall be paid his or her applicable hourly rate for each credited/accrued Compensatory Time hour or partial hour. In the event of an employee's death, said payment shall be made to the employee's estate or chosen pension beneficiary.

D. An employee may utilize earned/accrued Compensatory Time to receive pay within a FMLA leave period. In such instances, the Compensatory Time used will be counted against the employee's FMLA leave entitlement.

Section 9. Start of Work Day. The start of an employee's work day shall begin at his/her official duty station, satellite office, temporary duty station or elsewhere as approved in advance by the employee's supervisor.

Section 10. Transfers and Special Assignments.

A. Voluntary Transfers. Voluntary transfers between each DISTRICT of PCS shall be accomplished in seniority order utilizing the standardized transfer list. Transfers out of Specialized Units into District offices will be accomplished by utilization of the standardized transfer list.

B. Involuntary Transfers. In the absence of volunteers, involuntary transfers between each DISTRICT or specialized unit shall be accomplished by inverse class seniority order.

C. Special Assignments/Specialized Units. Selection for special assignments shall be determined by the Director or Chairperson. Non-selection is grievable in accordance with the grievance procedure provisions of this Agreement. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Director or Chairperson absent evidence that the Director or Chairperson exercised judgment arbitrarily or capriciously.

D. Parole Officers who attain the POII classification, shall immediately be eligible to place their name on standardized transfer list(s.)

Section 11. Weekend Assignments.

A. Saturday or Sunday Assignment. In each calendar quarter of a year, each employee in the Parole and Community Services Division may be assigned to work one shift, at the applicable work day length, on a Saturday or Sunday.

B. Assignment. The assignment shall be made in advance by a supervisor.

C. Days Off

(1) An employee assigned to work on a Saturday shall be given either the preceding Friday or the following Monday off, at the employee's discretion.

(2) An employee assigned to work on a Sunday shall be given either the preceding Friday or the following Monday off, at the employee's discretion

(3) The employee shall notify the supervisor of his\her election of days off at the time the assignment is made

(4) The election of days off for a weekend assignment shall not be the basis for additional compensation.

D. Holiday Weekends. No assignments shall be made on weekends (Friday-Monday) that involve a holiday.

Section 12. Workweek. Parole Officers and Board of Pardons and Paroles employees shall work a forty (40) hour unscheduled work week consisting of five (5) consecutive eight-hour days Monday through Friday except as modified above. The workday must begin between 8am and 10am for PCS and 7am and 9am for BOPP except that a supervisor may pre-approve an earlier or later start time. Employees may elect either a thirty (30) or forty-five (45) minute lunch period.

A. Evening Assignments. Each Parole Officer in PCS may be assigned to work one evening each week as follows:

1. Employees shall schedule evening work by seniority, with the most senior selecting first, and must submit the schedule to the supervisor at least three (3) weeks prior to the beginning of each quarter.

2. No fewer than two (2) persons assigned to each District shall be scheduled to work on the same evening. Evening work shall begin after 2:00 pm and before 4:00 pm, except that a supervisor may pre-approve an earlier or later start time.

Section 13. Hours of Work for Board Employees. The hours of work and unscheduled workweek currently in effect for the Board employees shall continue.

Section 14. Meal Periods. Employees shall be paid for their meal period if required to work through such period.

ARTICLE 36
GENERAL PROVISIONS

Section 1. Savings Clause. Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction by reason of conflict with Federal law or State or Federal Constitutions, the remainder of the Agreement shall continue in full force and effect.

Section 2. Printing of Agreement. The parties will share equally the cost of printing the

Agreement in booklet form by a U.S. Union printer. Purchase of services to accomplish such printing will be accomplished by the Union. The electric version of the Agreement is located on the State of Connecticut Office of Policy and Management website.

Section 3. Supercedence. The inclusion of language in this Agreement concerning matters **currently or** formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix -X- to this Agreement, or where, by necessary implication, no other construction is tenable.

Section 4. Blue Book. References in this Agreement to "rules and regulations" refer to the "Blue Book", Regulations of the Personnel Policy Board effective July l, l975. Such references include also all applicable General Letters and Q-Items in effect on April 9, l977.

Section 5. Use of Polygraph. The Employer will not request or require a polygraph test of any permanent employee.

Section 6. Hazardous duty. The Union, and not any individual employee, shall, upon request, be granted a hearing by the Commissioner of Administrative Services or designee concerning a claim for hazardous or unpleasant duty pay differential. Disputes under this Section shall not be subject to the Grievance and Arbitration Article.

Section 7. Replacement Vehicles. Replacement vehicles shall be four door, air conditioned and unmarked. An employee may take his/her assigned vehicle to his/her residence after completion of his/her work schedule.

Section 8. Transporting Inmates. In clarification of C.G.S. Section 5-l73(a), persons employed in the Department of Correction with the "Correction" in their job title who, as a regular part of their job, transport prisoners or parolees to or from any institution listed in said Section shall be deemed to be engaged in guard or instructional duties at any such institution.

Section 9. Non-Bargaining Unit Employees. The State will not replace a bargaining unit position with inmates.

Section 10. Indemnification. During the life of this Agreement, the State Employer will continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-l65, l0-235 and l9a-24 of the Connecticut General Statutes.

Section 11. In all instances as used in this contract, references to "institutions, centers or prisons" shall be changed to "facility or facilities" as applicable within the context and intent of the provision.

Unless stated to the contrary elsewhere in this Contract, the words facility or facilities as applied to Parole and the Board of Pardons and Paroles shall mean district office(s).

Section 12. Staff Meals

A. **Inmate Workers Excluded.** All inmate workers will be removed from the staff dining area during meal periods.
B. **Secured Equipment Provided.** Secured refrigeration equipment will be provided in each facility. Vending machines will also be installed in each facility. Prices charged for items in the vending machines will be kept at cost.

Section 13. CORRECTIONAL FOOD SERVICE SUPERVISORS

A. Employees hired into the classification of CFSS I and are assigned to the following facilities: Osborn, Enfield, CRCI, Willard/Cybulski, MacDougall, Hartford, York, Gates, Corrigan, Cheshire, MYI, New Haven, Bridgeport and Garner shall be upgraded to the classification of CFSS II after two (2) years of satisfactory or better work performance. Satisfactory work performance shall be considered to be two (2) consecutive Satisfactory or better evaluations for their last evaluation periods and no disciplinary action on file for the year prior to their second year anniversary. New hires shall be placed into CFSS II positions as a CFSS I, as described above, via Q-Item. All non-lead CFSS I's and II's shall be considered as working in the same class for overtime equalization purposes.

B. CFSS III's, lead CFSS II's and CFSS II's at the "production kitchen and Café 24" shall work a 5/2 schedule with weekends and holidays off effective with the approval of the NP-4 successor Agreement.

C. CFSS I's working in facilities where CFSS II's are the leads shall have the right to transfer into larger facilities to secure promotional opportunities before outside hires.

D. It is agreed that the Agency in conjunction with the Union and the Department of Administrative Services shall conduct an independent study on the Six (6) small facilities where the CFSS II's are the leads to ascertain whether a need exists for a CFSS III. If it is determined that the lead shall be a CFSS III, the working level at those facilities as identified shall be CFSS III's.

ARTICLE 37
EMPLOYEE DRUG TESTING/SCREENING

Section 1. Applicability. There shall be a drug testing/screening program for Department of Corrections, Board of Parole and UConn Health Center employees.

Section 2. Probable Cause. An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, Warden, or designee. Such drug testing shall be administered by a qualified physician of the Employer's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Employer.

Section 3. Refusal to Take Test. Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

Section 4. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

Section 5. Return to Duty. Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.

ARTICLE 38
DURATION

Section 1. Effective Date. Although this Agreement covers the period July 1, 2016 to June 30, 2021, the provisions contained herein shall not be effective until legislative action under the State Employees Relations Act, unless a specific provision is stated to the contrary.

Section 2. Legislative Approval. The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to CGS 5-278. **State may have ISSUE** ~~The State Employer shall request such approval as provided in Section 9~~. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

APPENDIX A
NP-4 PERFORMANCE APPRAISAL

Name: **Position:**_____
Date of Appointment to Present Position:_____ **Appraisal Period:**_____

EX=EXCELLENT FS=FULLY SUCCESSFUL S=SATISFACTORY
NI=NEEDS IMPROVEMENT U=UNSATISFACTORY DA=DEVELOPMENT AREA

Performance Appraisal	**Standard**	**Comments**	**Rating**	**D A**
Quantity of Work	Individual consistently completes all assigned work. The volume or work completed is acceptable. Demonstrates initiative by actively looking for opportunities to contribute both within and outside of responsibility above and beyond normal job requirements.			
Thoroughness/ Accuracy	Sets high standards and consistently achieves high quality results. Regardless of volume, work is accurate and complete. Is always concerned with getting the job done right.			
Job Knowledge	Knowledge in own area of responsibility is extensive. Has mastered all the tools and techniques required to perform effectively, without relying on other staff members. Has demonstrated an understanding of related tasks.			
Ability to Learn New Duties	Masters new routines and grasps explanations quickly. Is able to retain knowledge, and apply it on an on-going basis. Recognizes that change is constant and is comfortable working in such an environment. Demonstrates flexibility. Quickly adapts to necessary changes in operations.			

Decisiveness	Analysis problems thoroughly and within acceptable time limits. Draws logical conclusions, makes timely, practical suggestions/decisions and implements them.			
Self Direction/ Planning	Personally well organized. Effectively organizes all work and makes good use of available time. Requires minimal direction from Supervisor. Is able to keep work area neat and clean.			
Cooperation Impersonal Skills	Works well with others, keeps others informed as necessary. Communication is clear and concise; is considerate, listens. Deals effectively with conflict, maintains excellent relationship with other departments.			
Dependability	Follows instructions and meets deadlines. Handles extra work when necessary. Can be counted on to do what is supposed to be done. Reports to work as scheduled and on time, is rarely late or absent.			

overall rating

[ ] Excellent [ ] Fully Successful [ ] Satisfactory [ ] Needs Improvement [ ] Unsatisfactory

DEVELOPMENT PLAN

This section should be used to discuss employee's career objective and outline plans and activities which enable employee to reach those objectives.

Performance Summary:

Briefly summarize employee's performance appraisal period.

Development Need:

List those areas requiring additional attention to strengthen performance. Suggest courses, readings seminars, etc. which will help employee to reach desired goals.

_____

Action Plan:

Outline steps necessary for employee to meet or exceed job requirements.

_____

Employee Comments:

Employee may comment on any area.

_____

_____

*Employee Signature/Date

_____

Supervisor's Signature/Date Agency Designee Signature/date

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

NP-4 SERVICE RATING
Definitions:

Excellent: Employee consistently performs above and beyond the expected requirements of the position: work is accurate and timely; little or no instruction is needed in the carrying out of assigned tasks.

Fully Successful: Employee meets all job expectations and performs all duties in a timely manner; maintains a steady volume of work and has few if any errors or problems in the performance of duties.

Satisfactory: Employee meets minimum standards of the job.

Needs Improvement: Employee needs to improve on quality and quantity of work performed; more attention to detail is needed; fewer errors should be made.

Unsuccessful: Employee cannot meet expectations and requirements of the position; errors are considerable and quantity and quality of work are poor.

Development Area: Employee should target this particular area for added emphasis throughout the next rating period. Training opportunities should be sought and the supervisor should spend time with the employee developing this area. If development is checked on the performance appraisal, this has no disciplinary reference or implications, and does not carry any weight in any disciplinary matter. Additionally, the following Guidelines shall be met:

• Supervisors who rate employees must be familiar with the employee's work, and should have supervised the employee for a minimum of six months throughout the rating period.

• No comments should be placed on the performance appraisal which are inconsistent with the ratings received.

• Five (5) or more ratings of excellent, with no needs improvement or unsatisfactory ratings will equal an overall excellent rating.

• Four (4) ratings of excellent with four (4) ratings of fully successful equals an overall fully successful rating.

• Two (2) or more ratings of needs improvement may equal an overall unsatisfactory rating.

• One (1) or more ratings of unsatisfactory in any area may equal an overall unsatisfactory rating.

• A rating of unsatisfactory may deny an annual increment.

• Two (2) or more consecutive ratings of overall unsatisfactory may be sufficient grounds for dismissal.

• The rating should be completed by the immediate supervisor(s), reviewed by the unit head and agency designee, and then be presented to the employee.

• Each category should be rated independently from the other categories.

• If an employee transfers to another correctional facility near the end of the rating period, the losing facility shall complete the service rating and present it to the employee prior to the transfer.

APPENDIX B
LONGEVITY SEMI-ANNUAL PAYMENT
COLLECTIVE BARGAINING UNIT NP-4

Effective July 1, 2016 through June 30, 2021

Salary Group	10 Years	15 Years	20 Years	25 Years
CO-1	$ 75.00	$ 150.00	$ 225.00	$ 300.00
CO-2	$ 75.25	$ 150.50	$ 225.75	$ 301.00
CO-3	$ 92.00	$ 184.00	$ 276.00	$ 368.00
CO-4	$ 94.75	$ 189.50	$ 284.25	$ 379.00
CO-5	$ 97.50	$ 195.00	$ 292.50	$ 390.00
CO-6	$ 100.50	$ 201.00	$ 301.50	$ 402.00
CO-7	$ 103.25	$ 206.50	$ 309.75	$ 413.00
CO-8	$ 106.00	$ 212.00	$ 318.00	$ 424.00
CO-9	$ 109.00	$ 218.00	$ 327.00	$ 436.00
CO-10	$ 111.75	$ 223.50	$ 335.25	$ 447.00
CO-11	$ 114.75	$ 229.50	$ 344.25	$ 459.00
CO-12	$ 117.50	$ 235.00	$ 352.50	$ 470.00
CO-13	$ 124.25	$ 248.50	$ 372.75	$ 497.00
CO-14	$ 131.25	$ 262.50	$ 393.75	$ 525.00
CO-15	$ 136.25	$ 272.50	$ 408.75	$ 545.00

CO-16	$ 141.50	$ 283.00	$ 424.50	$ 566.00

APPENDIX C
Accrued Time Off

ACCRUED TIME OFF

1. The Department will increase the allotted time off for Correction Officers by one (1) slot for first and second shifts in an effort to allow more time off opportunities per shift. Additionally, staff who work third shift who have been denied a day off, will be allowed to call the facility one (1) hour prior to the shift to inquire if there is sufficient staffing. If it is determined that there is sufficient staff, they will be granted time off on the third shift.

2. The Department reserves its rights to adjust allotted time off if the inmate population at specific facilities significantly decreases or if staffing complements are decreased at a facility, utilizing the formula currently in place. Said information will be shared with the Union.

3. This agreement is made with the understanding that these items are not negotiable. However, prior to implementing any change, the parties will meet and discuss same.

APPENDIX D
NP-4 CLASSIFICATION PLAN

SALARY GROUP	CODE	CLASSIFICATION
CO-1	349	Correction Officer Cadet
	2297	Correctional Services Aide Trainee *10% below Step 1 of CO-7
CO-4	2298	Correctional Services Aide
CO-5	2258	Correctional Commissary Operator Trainee
CO-7	2259	Correction Officer
	2311	Correctional Commissary Operator II
	2475	Correctional Food Services Supervisor I
	2276	Correctional Stores Supervisor
	7747	Social Worker Trainee-Correction
CO-8	2358	Correctional Carpenter
	2370	Correctional Electrician
	2371	Correctional Electronics
	2368	Correctional Locksmith Technician
	2246	Correctional General Maintenance Officer

	2270	Correction HVAC Technician
	2455	Correctional Industries Supervisor 1 (Clothing)
	2459	Correctional Industries Supervisor 1 (Laundry)
	2466	Correctional Industries Supervisor 1 (Upholstery)
	2283	Correctional Mason
	2260	Correctional Medical Attendant
	2359	Correctional Painter
	2252	Correctional Plumber and Steam Fitter
	2357	Correctional Stationary Engineer
	2279	Correctional Treatment Officer
CO-9	2372	Correctional Fire Service Supervisor
	2364	Correctional Food Service Supervisor II
	2234	Correctional Industries Customer Service Representative
	2453	Correctional Industries Supervisor 1 (Auto Mechanics)
	2454	Correctional Industries Supervisor 1 (Cabinet Making)
	2468	Correctional Industries Supervisor 1 (Data Entry)
	2366	Correctional Industries Supervisor 1 (General Industries)
	2461	Correctional Industries Supervisor 1 (Markers)
	2462	Correctional Industries Supervisor 1 (Printing)
	2463	Correctional Industries Supervisor 1 (Sign Making)
	2275	Correctional Stores Manager
	1426	Correctional Head Commissary Operator
CO-10	2457	Correctional Industries Supervisor 1 (Furniture Refinishing)
	2522	Correction Industries Supervisor 2 (Laundry)
CO-11	2361	Correctional Chief Stationary Engineer
	2242	Correctional Industries Supervisor 2 (General Industries)
CO-12	2300	Correctional Counselor
	2299	Correctional Rehab. Svcs. Officer I
	2557	Correctional Industries Supervisor 2 (Auto Mechanics)
	2367	Correctional Industries Supervisor 2 (Clothing Shop)
	22	Correctional Industries Supervisor 2 (Data Entry)
	2521	Correctional Industries Supervisor 2 (Furniture Shop)
	2523	Correctional Industries Supervisor 2 (Marker Shop)
	2524	Correctional Industries Supervisor 2 (Print Shop)
	2525	Correctional Industries Supervisor 2 (Sign Shop)

	2360	Corrections Psychiatric Treatment Worker
CO-13	2233	Correctional Electrical Supervisor
	2365	Correction Food Service Supervisor III
	2367	Correctional Ind. Sup. 2 (Clothing)
	2362	Correctional Maintenance Supervisor
		Department of Parole
PCO-1	2271	Parole Officer Aide
PCO-7	7371	Parole Officer Trainee
PCO-13	7373	Parole Officer 1
PCO-16	7372	Parole Officer 2

As of the date of signing the parties believe the above listing to be accurate. Should any modification be necessary the parties agree to meet to achieve resolution. Such resolution shall be reduced to writing by the parties.

*Correction Cadet rates are at the beginning of the Pay Grids.

APPENDIX E
Maintenance and Food Service Overtime Process

NP-4 Maintenance Overtime Hiring Procedures

The following procedures shall be utilized at all Department of Correction locations to insure consistency regarding the overtime process for maintenance staff.

1. All employees who wish to work voluntary overtime will sign a quarterly overtime list. All employees must print their first and last name legibly when signing. Only one (1) phone number shall be provided by the staff member when signing the quarterly list. Only employees who have signed the quarterly list may place their names in the sign-up book. When signing the sign-up book for a specific date, an employee who wishes to utilize a different phone number for that date must write down the phone number on the sign-up sheet and initial it. If this occurs, that alternate number will be called by the supervisor. A supervisor shall only be required to call one phone number.

2. Three instances of an unanswered phone on three (3) separate days shall count as one refusal. The supervisor shall attempt to speak directly to the staff member. If the staff member is not available, a message shall be left with the person answering the phone or on an answering machine, indicating that overtime is being offered and that in order to be given the overtime, the staff member must call the supervisor back prior to the

supervisor completing the hiring of overtime. If the staff member calls back after the hiring of overtime is completed, the staff member will be charged with a no-contact. Three (3) no contacts equals one (1) refusal.

3. If an employee cannot be contacted for a particular shift they signed for, they shall be given a no contact. If the employee refuses overtime when offered for a shift signed for, it will be considered a refusal. A refusal of overtime shall be recorded as an eight (hour) shift.

4. Six (6) refusals within a quarter shall remove an employee from the overtime list for the balance of that quarter.

5. All staff will begin the quarter with zero (0) hours. A total number of hours per employee will be kept for the fiscal year by the employer and will be available for review by the Union each quarter.

6. Employees who transfer during a quarter shall be permitted, upon request, to have their names added to the quarterly overtime list and shall be credited with the highest number of hours attained by an employee on the list(by classification). Probationary employees shall be placed on the list, if requested, upon completion of probation under the same conditions as a transfer.

7. The overtime list shall be available for inspection.

8. For merged facilities, maintenance staff shall indicate if they have pre-merger status and wish to remain that way.

9. Due to the unique nature of the work within the Department of Correction maintenance areas, overtime distribution will include utilization of a "Green Book." This book will contain information about the type of tradesperson necessary to fulfill certain tasks. The Green Book will be used by supervisors to determine which classification (i.e. plumber, electrician, non-specific) will be offered the overtime assignment. Once the classification is established, overtime shall be offered to the staff member with the least to the most number of overtime hours among the designated group of employees.

10. When the daily sign-up sheet has been exhausted *(by individual classification in accordance with the Green Book),* the quarterly overtime list shall be utilized, beginning with the employee with the least amount of hours. Once the quarterly list has been

exhausted, volunteers shall be sought prior to involuntary overtime.

11. For maintenance staff, names may be added to the sign up book during the first hour of the shift for which the overtime will be offered.

12. When an employee is off work for a full day due to sick, FMLA (employee only) or worker's compensation, the employee shall not be available for or offered work during the twenty-four (24) hour period beginning with the start of the shift for which the employee is absent. If a staff member has been approved a day off for vacation, PL, IL, SF, or funeral he/she may sign up to work overtime on any shift other than their own. If they have signed the overtime sheet for that day and the supervisor is unable to contact the staff member or the staff member refuses overtime, they will be charged a no contact or refusal (red eight), whichever is applicable.

13. If overtime is needed due to a short notice of absence or an incident taking place which affects a supervisor's ability to place calls (one hour or less before the start of a shift), overtime may offered without the use of the sign-up book or quarterly list in accordance with Article 15C of the NP-4 contract. This event shall be documented by the supervisor.

14. If an overtime assignment extends beyond the employee's work day and additional work is authorized, the employee may either stay and complete the work or be relieved. If the employee chooses to be relieved, and the work is still necessary as assessed by managerial staff, another employee shall be contacted for overtime in accordance with contractual language and these procedures.

15. If a maintenance employee refuses a shift of overtime and he/she is subsequently mandated for the same shift, no refusal shall be recorded for that shift.

16. If a maintenance employee volunteers for a shift of overtime, he/she should not be given a refusal for turning down another assignment within the same twenty-four hour period.

17. It is understood by all parties that utilizing the sign-up book/green book system cannot ensure equalization among all employees at the end of the fiscal year, however, it is also understood that the employer will make every effort to equalize overtime among those employees signing the book.

APPENDIX E *Continued*

NP-4 Correctional Food Service Overtime Hiring Procedures

The following procedures shall be utilized at all Department of Correction locations to insure consistency regarding the overtime process for Food Service staff.

1. All employees who wish to work voluntary overtime shall sign a quarterly overtime list per the Collective Bargaining Agreement (CBA.) All employees must print their first and last name legibly when signing. Only one (1) phone number shall be provided by the staff member when signing the quarterly list. Only employees who have signed the quarterly list may place their names in the sign-up book as outlined in the CBA.

2. Three instances of an unanswered phone on three (3) separate days shall count as one refusal. The supervisor shall attempt to speak directly to the staff member. If the staff member is not available, a message shall be left with the person answering the phone or on an answering machine, indicating that overtime is being offered and that in order to be given the overtime, the staff member must call the supervisor back prior to the supervisor completing the hiring of overtime. If the staff member calls back after the hiring of overtime is completed, the staff member will be charged with a no-contact. Three (3) no contacts equals one (1) refusal.

During Ramadan, the employee is charged for the hours of overtime, but does not receive refusals.

3. If an employee cannot be contacted for a particular shift they signed for, they shall be given a no contact. If the employee refuses overtime when offered for a shift signed for, it will be considered a refusal. A refusal of overtime shall be recorded as an eight (hour) shift. During Ramadan staff will not get charged refusals, but shall be recorded as number of hours worked.

4. All staff will begin the quarter with zero (0) hours. A total number of hours per employee will be kept for the fiscal year by the employer and will be available for review by the Union each quarter.

5. Employees who transfer during a quarter shall be permitted, upon request, to have their names added to the quarterly overtime list and shall be credited with the highest number of hours attained by an employee on the list (by classification)

   Employees who are administratively transferred during a quarter shall be permitted, upon request, to have their names added to the quarterly overtime list and shall be on the list (by classification) at the hours previously attained by the employee at their assigned facility.

   Probationary employees shall be placed on the list, if requested, upon completion of probation under the same conditions as a transfer.

   Staff returning from Workers Compensation, FMLA or Administrative Leave shall be placed on the quarterly list, per their request, at the hours they maintained prior to said Workers Compensation, FMLA or Administrative Leave start at Zero (0) hours or have had previous time within that quarter. Staff who are administratively transferred will carry their hours with them.

6. Overtime may be booked up to three (3) days in advance to account for the supervisor's 5&2 schedule. If advance booking is done, the supervisor must notify a Union representative.

   a. When CFSS3 is prescheduling overtime they must first contact everybody who signed up on the quarterly overtime and give them the option to sign up for the days that you are covering. For Food Service staff, names may be added to the sign up book during the first hour of his/her shift except on weekends and

holidays.

b. The CFSS3 will leave a message that they are covering the overtime for the days that you are coving them.

c. When the CFSS3 schedules the o.t they will need to add the hours before offering the next shift (example: the CFSS3 needs to cover the weekend on Friday. They contact all staff that's on the quarterly overtime who has not signed the book, where the CFSS3 will let the staff know that they are covering overtime for Saturday, Sunday and Monday and if the NP-4 employees want to put their name in the book. Then the CFSS3 starts the overtime process.

d. The CFSS3 will start with the staff member with the least amount of hours that is signed up in the book. If that staff member accepts they will have the hours added before filling the next shift of overtime (this also applies to refusals and No Contacts.) In the LT office you need to have each day labeled and updated in case there is a last minute call out. This procedure can also be utilized when there is a holiday during the week.

e. The overtime list shall be available for inspection.

7. Per the CBA, when the daily sign-up sheet has been exhausted the quarterly overtime list shall be utilized, beginning with the employee with the least amount of hours. Once the quarterly list has been exhausted, volunteers shall be sought prior to involuntary overtime. If a Food Service employee refuses a shift of overtime and he/she is subsequently mandated for the same shift, no refusal shall be recorded for that shift.

8. When an employee is off work for a full day due to sick, FMLA (employee only) or worker's compensation, the employee shall not be available for or offered work during the twenty- four (24) hour period beginning with the start of the shift for which the employee is absent.

   If a staff member has been approved a day off for vacation, PL, IL, SF, or funeral he/she may sign up to work overtime on any shift other than their own. If they have signed the overtime sheet for that day and the supervisor is unable to contact the staff member or the staff member refuses overtime, they will be charged a no contact or refusal (red eight), whichever is applicable.

9. If a Correctional Food Service employee volunteers for a shift of overtime, he/she should not be given a refusal for turning down another assignment within the same twenty-four hour period.

10. It is understood by all parties that utilizing the sign-up book cannot ensure

equalization among all employees at the end of the fiscal year, however, it is also understood that the employer will make every effort to equalize overtime among those employees signing the book.

11. It is also understood that under no circumstances shall a non-Food Service employee perform CFS classification work.

APPENDIX F
Supercedence

APPENDIX H
SEBAC 2017 Framework

STATE OF CONNECTICUT
BARGAINING COMMITTEE

Department of Correction
List Committee

Lisa G. Egan, Chief Negotiator
Office of Labor Relations

, Negotiator
Office of Labor Relations

AFSCME COUNCIL 4
BARGAINING COMMITTEE

Local 387
List Committee

Local 391
List Committee

Local 1565
List Committee