

# CONTRACT

*BETWEEN*

**STATE OF CONNECTICUT**



*AND*

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**LOCALS 196, 318, 478,  
610 AND 704 OF COUNCIL 4**



**ADMINISTRATIVE CLERICAL (NP-3)  
BARGAINING UNIT**

**EFFECTIVE: JULY 1, 2021 EXPIRING: JUNE 30, 2025**

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## PREAMBLE

STATE OF CONNECTICUT, hereinafter called “the State” or “the Employer”, and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Locals 196, 318, 478, 610, and 704 of Council 4, AFL-CIO, hereinafter called “AFSCME” or “the Union”, (the inclusion of Locals herein does not alter any Article of this Agreement),

### WITNESSETH:

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

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

**NOW THEREFORE**, the parties mutually agree as follows:

## ARTICLE 1 RECOGNITION

**Section One.** The State recognizes AFSCME, AFL-CIO as the exclusive representative for the purposes of collective bargaining, of the employees in the Administrative Clerical bargaining unit certified by the State Board of Labor Relations, in Case No. SE-6621, Decision No. 2095A, issued December 31, 1981 as expanded by Certification Case No. SE-8129, Decision No. 2248, issued November 2, 1983, subject to such modifications or clarifications of the unit as the Board or a court may order or to which the parties may agree.

**Section Two. Definitions.** (a) A permanent employee is an employee who has completed the initial working test period, and, if the position is competitive, has been appointed from a certified list.

(b) A temporary employee is an employee who has been hired to fill a temporary position. A temporary employee shall become durational after 6 months or one year if extended. If a temporary employee is retained greater than twelve (12) months said employee shall be considered durational.

(c) A durational employee is an employee who has been hired for a specific term, exceeding that described as temporary, including

a grant or specially funded program of a specific term, not to exceed one year.

(d) A temporary position is a position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. It may be extended up to one year.

(e) A permanent position is any position which is not a temporary or seasonal position. An employee hired for a durational position shall become permanent after six months, or the length of the working test period, whichever is longer.

**Section Three.** This Agreement shall pertain only to those employees whose job titles are included in the Administrative Clerical unit. This Agreement shall not apply to nonpermanent employees except as provided in Article 22.

Nonpermanent employees appointed to permanent positions are covered by this Agreement; this includes employees in an initial working test period. However, application of this Agreement to temporary, durational and provisional appointees is subject to the limitations of Article 22.

**Section Four.** The State shall notify the Union of the establishment of a new class and the proposed unit placement of that class. If the State proposes the addition, deletion or statutory exclusion of a class or the addition or statutory exclusion of an occupied position to/from the bargaining unit, the State shall notify the Union. The Union reserves its right to discuss pay grades for new bargaining unit job classifications.

## **ARTICLE 2**

### **ENTIRE AGREEMENT**

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and

opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The provisions of this Article are subject to the Miscellaneous Article, and no such provision shall be deemed to have been vitiated by reason of this Article.

### **ARTICLE 3**

#### **EMPLOYEE BILL OF RIGHTS**

**Section One.** Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered by this Agreement shall have full rights to Union representation in the processing of grievances and in investigatory meetings which the employee believes may lead to disciplinary action.

**Section Two.** No employee shall be requested to sign a statement of an admission of guilt to be used in any disciplinary proceeding without being advised of his/her right to Union representation and any such waiver of representation shall be in writing.

**Section Three.** No employee shall be compelled to offer evidence under oath against himself/herself in any arbitration proceeding. Testimony by the employee in his/her own behalf shall constitute waiver of this protection.

**Section Four.** In any off-duty conduct, involving criminal charges or criminal investigation which yields no charges, statements

made by the accused to an investigator or police officer, shall not be admissible in a later administrative action unless clearly job related.

**Section Five.** As provided in CGS Sec. 31-51g, the State Employer shall not request or require any bargaining unit employee to submit to or take a polygraph examination as a condition of continuing employment with the Employer or dismiss or discipline in any manner any unit employee for failing, refusing or declining to take a polygraph examination.

**Section Six.** Anonymous complaints may be communicated and discussed with the employee in an effort to resolve potential problems, but no record of complaint shall be kept in an employee's personnel file unless such record includes identification of the complainant or an investigation is conducted resulting in corroboration of the initial complaint.

#### **ARTICLE 4**

##### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

**Section Three.** 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 future discrimination and to ensure equal opportunity in the application of this Agreement.

Agency affirmative action offices and/or committees, but not the grievance procedure, shall be the proper forum for problems, ripe or anticipated, which impact on the philosophy and/or directives of this section.

**Section Four.** Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty

to take all actions necessary to comply with the 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. Issues involving ADA implementation shall be the subject of ongoing discussions at the Labor-Management Committee meetings.

## **ARTICLE 5**

### **NO STRIKES - NO LOCKOUTS**

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

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

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

## **ARTICLE 6**

### **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 because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

## **ARTICLE 7**

### **UNION SECURITY AND PAYROLL DEDUCTIONS**



**Section One.** Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

**Section Two.** The State Employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the agency. Biweekly, the Union shall provide a report of dues deduction changes including any “starts and stops.” By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (10) business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

**Section Three.** The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this collective bargaining agreement accordingly.

American Federation of State, County and Municipal  
Employees Membership and Authorization for Dues  
Deduction.

I hereby apply for membership in AFSCME Council 4 (hereafter the “Union”) and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assigned to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other

terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For Municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold Union dues, it may invoke Section Four.

**Section Four.** Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding Union dues for that employee not later than the first day of the following payroll period. Upon request, an agency may request a dues reconciliation not more than twice per contract year.

**Section Five.** The amount of dues deducted under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as practicable after the payroll period in which such deductions are made.

**Section Six.** In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with the process outlined in Section Two above.

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

**Section Eight.** The State Employer shall continue its practice of payroll deductions as authorized by employees for purposes other

than payment of Union dues provided any such payroll deduction has been approved by the State in advance.

**Section Nine.** The Union shall indemnify the State and hold it harmless for any liability or damages incurred by the Employer by paying the State for said damages and deductions for compliance with this Article.

**Section Ten.** New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be sent by email to AFSCME NP-3 Representatives and shall include the new bargaining unit member's work location.

**Section Eleven.** Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that the orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this Agreement.

**Section Twelve.** The State will send a quarterly list to AFSCME Council 4 of the names, employee numbers, classifications, addresses and starting dates of bargaining unit members hired and/or rehired during the period. Where practicable, work location for these employees shall be included. This quarterly list shall also include the names of the bargaining unit members who have resigned or been separated from State service.

## ARTICLE 8 UNION RIGHTS

**Section One.** Employer representatives shall deal with Union designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration, or in negotiations over wages, hours, and other conditions of employment.

**Section Two. Designation of Stewards.** The Union will furnish the State Employer with the list of stewards designated to represent any segment(s) of employees covered by this Agreement. On March 1 of each year, the Union will furnish the State Employer with a current list of stewards, specifying the jurisdiction of each steward, or group of stewards, and shall keep the list current. The Union may designate up to 25 stewards as stewards of general jurisdiction within the local Union's area. The Union will notify the State Employer as soon as practicable regarding any steward changes.

The sufficiency of steward coverage, including the general ratio of stewards to employees and the geographic distribution of stewards, shall be a subject of continuing consultation between the Employer and the Union.

**Section Three. Superseniority for Stewards. (a) Layoff.** For the purpose of layoff selection, up to two hundred and fifty (250) Union stewards shall have the highest seniority in their classification series. (Except that this shall not be inconsistent with Article 14, Order of Layoff.) Superseniority shall only apply to stewards who have permanent status in their respective classifications and have served as stewards for at least six (6) months. Restrictions on steward transfer as provided below shall be waived if necessary to comply with this section. Grievances under this section shall be filed at Step II of the grievance procedure.

**(b) Transfer of Stewards.** Union stewards will not be transferred involuntarily to another agency or facility outside their area of jurisdiction except if necessary to meet operational requirements. Such transfers and reassignments shall not be made arbitrarily. Grievances under this section shall be expedited to Step III of the grievance procedure.

**Section Four. Use of Telephones/Email.** State telephones and/or email may be used by a steward or an employee to contact the Union for labor/management exchanges regarding potential grievance resolutions, provided that such calls and/or emails are of short duration and that long distance calls are not charged to the State.

The Union will cooperate in preventing abuse of this section. After discussion with the Union, if the Employer determines there is continued abuse, the Employer may revoke a steward's right to use State telephones and/or email.

**Section Five. Access to Premises.** Union staff representatives and officials shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of transacting Union business, discussing, processing, or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties. They shall give notice to the appropriate office prior to arrival or, if that is not possible, they shall give notice of their presence immediately.

The Union and the State will cooperate in preventing abuse of this section.

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

**Section Six. Role of Steward in Processing Grievances.** Stewards will notify their immediate supervisors when they desire to leave their work assignments to carry out their duties in connection with this Agreement, and permission will be routinely granted unless the work situation or an emergency demands otherwise.

When contacting an employee, the steward will notify the employee's supervisor and permission will be routinely granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, notification will be made to the next level of supervision. Notifications by stewards to meet with employees and/or employees to meet with stewards will state the name of the employee involved, his/her location, the general nature of the Union business to be discussed and the approximate time that

will be needed. A steward thus engaged will report back to his/her supervisor on completion of such duties and return to the job and will suffer no loss of pay or other benefits as a result thereof. The sufficiency of steward coverage shall be a subject of continuing consultation between the Employer and the Union. The Union will cooperate in preventing abuse of this section.

One steward will represent a grievant at any given time.

**Section Seven. Bulletin Board.** The State will furnish reasonable bulletin board space in each institution which the Union may utilize for announcements and publications.

Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State Employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

**Section Eight. Access to Information.** The Employer agrees to provide the Union, upon written request, access to any public information or to any materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. Within two (2) weeks of receipt of a written request for such information, the Employer shall either provide the information or notify the Union of whether the information is available and the date on which it can be provided. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**Section Nine. Union Business Leave.** (a) During the term of this Agreement, leave shall be granted to Union officers, stewards, delegates or other representatives as follows:

(1) Official delegates to the biennial AFSCME Convention shall be granted leave without loss of pay or benefits for five (5) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Undersecretary for the Office of Labor Relations at least twenty-one (21) days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

(2) Each contract year, official delegates to the annual Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled not to exceed three (3) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Undersecretary for the Office of Labor Relations at least twenty-one (21) days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

(3) Each contract year, up to two hundred and fifty (250) Union designated officers and stewards shall be granted up to two (2) days of leave without loss of pay or benefits to attend training sessions. Up to forty (40) Union designated officers shall be granted an additional day of leave without loss of pay or benefits to attend training. A copy of the request shall be provided to the employing agencies.

The Union shall give written notice to the Undersecretary for the Office of Labor Relations at least two (2) weeks in advance, specifying the dates of training sessions, the names of employees to be released and their employing agencies.

(4) Up to 3,630 hours of leave, without loss of pay or benefits, shall be granted in each contract year for Union business meetings, legislative or agency hearings or other Union business-related functions. The leave may be requested in hourly increments, but no less than two hours, for the time to be spent in travel and at the function and the actual time and total hours of release will be indicated on the request. The Union shall give written notice to the Undersecretary for the Office of Labor Relations at least two (2) weeks in advance, or as soon as the Union identifies participants for any event not scheduled two (2) weeks in advance, but not less than seventy-two (72) hours notice shall be given. The written notice shall specify the date(s) and times of the requested release, the names of employees to be released and their employing agencies. A copy of the request shall be provided to the employing agencies. Release of employees under this section shall be subject to agency operating needs. In determining whether operating needs are critical enough to prevent release of an employee, the following factors shall be



considered: size and staffing of the work unit, the workload of the unit, and the number of absences for Union business under this subsection during the previous three (3) months.

If it appears that operating needs may prevent the release of an employee, the agency labor relations designee will notify the Union. If the agency and the Union cannot resolve the problem, the Union shall contact the Office of Labor Relations. The Office of Labor Relations shall make the final decision prior to the date of requested release. The Union may appeal that decision directly to expedited arbitration.

**(b)** Not more than four (4) employees 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 year. An extension not to exceed one additional year may be granted subject to the approval of the Undersecretary for the Office of Labor Relations.

Upon return from such leave, the Employer shall offer the employee a position relatively equal to the former position in duties and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. The position will be at the same location from which the employee went on leave, or within a reasonable commuting distance. If the employee cannot be returned to the same location, he/she will be given preference to transfer back when there is a suitable vacancy.

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

**Section Ten. Orientation.** The Union will provide all new employees with copies of this Agreement and with the names of their stewards.

**Section Eleven. Use of Facilities for Union Meetings.** Subject to agency operating needs and availability of space, the Union may request use of space for Union meetings once a month. Additional personnel costs, if incurred, will be charged to the Union.

**Section Twelve.** Absent emergencies, the President of each clerical local will be allowed to attend, without loss of pay, Step III and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from his/her respective local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to agency operating needs. It is the intent of this section that in most instances the President will be the person to attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

## **ARTICLE 9 PERSONNEL RECORDS**

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

**Section Two.** An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file other than preemployment material or other material that is confidential or privileged under law. The State Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union shall have access to any employee's records upon presentation of written authorization by the appropriate employee. If the personnel file is maintained electronically, the employee will be given an electronic verification code and/or electronic link to view their personnel file for a period of twenty-four (24) hours.

**Section Three.** No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in an employee's 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 shall sign the material and be provided with a copy.

If an employee fails to attend a meeting scheduled for the delivery of derogatory material, the document(s) may be sent to the employee's email address on record in CORE or on file, and to the employee's home address on record by certified mail with a copy emailed to the AFSCME Staff Representative and/or Service Representative then placed in the personnel file. This provision shall not apply if the employee has requested that the meeting be rescheduled within a reasonable time to allow the attendance of the Union steward.

Within sixty days of receipt, an employee may file a written rebuttal to any derogatory materials. Derogatory material which is not merged in the service rating next following shall be considered void after the time for issuance of the second-next service rating (not more than eighteen (18) months from the date of the derogatory material), unless another disciplinary action is taken within that period of time. Employee rebuttals shall similarly be considered void under these circumstances but shall remain attached to the derogatory material. For purposes of this section, "void" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract.

An employee may file a grievance on any derogatory material placed in his/her personnel file.

**Section Four.** Requests for information contained within a personnel file shall be disclosed to the extent required under existing law (e.g. court order, Freedom of Information.)

## **ARTICLE 10**

### **SERVICE RATINGS**

**Section One.** A rating of "unsatisfactory" in one (1) category or of "fair" in two (2) categories shall constitute a "less than good" rating, which may be considered grounds for denial of an annual increment.

**Section Two.** Service rating reports shall be filed on the prescribed form (Appendix F) in the following instances and at the following times:

(1) During any working test period, either promotional or original, not less than two (2) weeks prior to the termination of the period;

(2) When the performance of an employee with permanent status has been less than good, not less than three (3) months prior to the employee's annual increase date;

(3) When the appointing authority wishes to amend a previously submitted less than good report due to the marked improvement in an employee's performance;

(4) Annually for each permanent employee, at least three (3) months prior to the employee's annual increment date, i.e. October 1 for a January 1 increment date or April 1 for a July 1 increment date, or within a reasonable period thereafter.

(5) At such other times as the appointing authority deems that the quality of service of an employee should be recorded.

A service rating shall be conducted by a management designee who is familiar with the employee's work. If the employee has had more than one supervisor over the course of the period being evaluated, feedback shall be provided by the prior supervisor(s). The service rating report is subject to the approval of the appointing authority or his/her designee. A copy of each approved service rating report shall be given to the employee and placed in his/her file.

Bargaining unit members who are in a classification entitled "supervisor", in the Administrative Assistant classification or in a classification whose job specification includes conducting performance evaluations may be assigned to conduct service ratings. Other NP-3 unit members will not be designated to conduct service ratings of NP-3 employees but may be asked to provide input into the preparation of such evaluations by the rating supervisor when they have been involved in leading or guiding other workers.

No supervisor shall make comments within a service rating where such comments are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

No comments will be added to a service rating after it has been signed by the employee unless the modified rating report has been reviewed with and initialed by the employee prior to its placement in his/her personnel file.

An employee's signature and/or initials 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. All overall "less than good" ratings shall be discussed with and signed by the employee (indicating that he/she has seen it, not that he/she agrees with the rating.) If the overall rating is "less than good", the employee may request that the Union steward sign the rating, rather than the employee, to confirm that the employee has seen the rating.

When an employee is rated unsatisfactory in any category, the rating supervisor shall state the reasons and suggestions for improvement. The rating supervisor is encouraged to include comments about the prior efforts to address the concern.

When, in the judgment of the rating supervisor, the performance of a permanent employee has been less than good, the report shall be discussed at an informal meeting with the employee prior to review by the appointing authority or his/her designee.

The decision to withhold an increment due to a "less than good" evaluation shall be made by the agency human resources director or another designated management official.

**Section Three.** Only disputes over "less than good" overall service ratings may be subject to the grievance and arbitration procedure. If an employee receives ratings of fair in a given category on two (2) consecutive service ratings, the employee may grieve the second rating. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously.

Service ratings during the initial working test period are not grievable or arbitrable.

**Section Four.** The State and the Union will establish a joint labor-management committee composed of three (3) representatives of the Union and three (3) representatives of State Management who will evaluate the service ratings system. Recommendations will be made to the Undersecretary for the Office of Labor Relations within one (1) year from the date of ratification of this Agreement.

The instructions on the service rating form shall be revised in accordance with any changes in the contract language.

**Section Five.** The parties recognize that agencies may need to use functional job descriptions in evaluations to comply with certification requirements. These job functions may be incorporated into the rating categories on the NP-3 service rating form or may be rated separately as an attachment to the NP-3 service rating form.

## **ARTICLE 11 TRAINING**

**Section One.** The Employer recognizes its responsibility to provide relevant training for each new employee and continue on-the-job training which will enhance employees' performance by keeping them abreast of advancements in their respective fields of work.

When the State acquires new technically advanced equipment or systems, employees who will be required to operate such shall receive training in its operation.

**Section Two.** The Employer shall cooperate in disseminating information about career programs at state higher education institutions and other training programs. Bulletin boards and/or Agency newsletters or notices distributed by email will, insofar as is practicable, include advance announcements of in-service training courses to be offered by the State.

**Section Three.** A joint training committee, consisting of three (3) members each from the State and Union, may make recommendations concerning the development and expansion of employee training programs. The Committee shall, in making its recommendations, take into account the limits of available resources and the training needs of both the Employer and the employees.

**Section Four.** Management retains the right to determine training needs, programs, procedures and to select employees for training.

**ARTICLE 11A**  
**TUITION AND CONFERENCE FUNDS**

**Section One. Conference Fund.** (a) In 2021-2022, there shall be no new money appropriated to finance attendance at workshops, seminars or conferences by employees. Effective July 1, 2022 and each remaining year of this contract, there shall be \$30,000 appropriated to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of \$400 shall be allotted for any one attendance, each contract year. The parties may, by mutual agreement, adjust the maximum dollar limit for subsequent contract years. No employee will attend more than two (2) conferences, workshops, or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

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

(c) Upon approval of a request under this section by the Union and the agency head, such request shall be forwarded to the Comptroller at least two (2) weeks in advance of the event.

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

As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and with the required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within sixty (60) days of the date a workshop,

seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

The Union will be provided with quarterly reports showing amounts committed and/or paid.

Funds which are unexpended in one fiscal year shall carry over in the next fiscal year provided, however, that the conference fund will expire on expiration of this agreement. The previous sentence notwithstanding, requests which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

**Section Two. Special Programs Fund.** The Union, the State or an agency may sponsor or develop programs to assist employees in such areas as skill enhancement, examination preparation or career development. There shall be \$12,500 appropriated in the last three (3) years of the contract to support the development and offering of such programs. In the first year (2021-2022), there shall be no monies appropriated.

Use of these funds shall be subject to approval by the joint training committee described in Section Three of Article 11. The funds may be expended for printing or other duplication costs, purchase and development of audio-visual materials, mailing, rental of facilities, stipends for instructors or technical assistants, or any other items related to the development or offering of the programs. Funds not expended in one year may be carried over to the next but not beyond June 30, 2024 or shall be transferred to the tuition reimbursement account at the Union's request after discussion with and notice to the Office of Labor Relations.

**Section Three. Tuition Reimbursement.** (a) Any employee who has completed the initial working test period and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year. 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. Applications may be found at [https://portal.ct.gov/DAS/Lists/Human-Resources-Business-Rules-and-Regulations/Benefits/Professional-Development-Tuition Reimbursement](https://portal.ct.gov/DAS/Lists/Human-Resources-Business-Rules-and-Regulations/Benefits/Professional-Development-Tuition-Reimbursement). Incomplete or incorrect applications shall not be accepted but shall be returned to the employee. Applications which are complete and correct shall be processed on a first come, first served basis, until all of the allocated funds are committed. Any additional applications shall be placed on a numbered waiting list according to date received. Within thirty (30) days of receipt of an application, the agency shall notify the employee in writing that the application has been approved, denied or placed on the waiting list, indicating its assigned number. Late applications shall be reviewed by the parties for compelling circumstances consistent with the current practice.

Full tuition reimbursement equal to 75% of the per credit rate for undergraduate and graduate courses, however such reimbursement shall not exceed the actual cost of each course. The employee shall submit the documents necessary for reimbursement as expeditiously as possible, following completion of the course(s). For purposes of this section, tuition reimbursement means any fees payable to the educational institution, except textbooks. It is understood that the employee must successfully complete the course in order to be reimbursed. Request for payment to the employee under this subsection shall be processed upon submission of receipts and/or records to the Education Committee. There shall be a maximum limit of twelve (12) credits per employee per contract year, on a first come first serve basis. This maximum limit may be adjusted in subsequent contract year(s) by mutual agreement of the parties.

**(b)** Effective and retroactive to July 1, 2021, there shall be \$225,000 appropriated in each year of this contract for the purpose of tuition reimbursement. Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the tuition reimbursement fund will expire on expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with any

remaining available funds, up to three (3) months following expiration of this Agreement.

(c) An employee applying for tuition reimbursement must submit the appropriate forms 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. As soon as possible but not more than thirty (30) days following completion of the course(s), the employee shall submit the required documentation of payment and successful course completion.

If no claim for reimbursement or request for extension has been submitted to the Comptroller within sixty (60) days of the end of the semester or course, the funds committed for that course(s) shall be released and made available for others.

(d) The reimbursement per credit shall be as follows:

(1) For credit courses at accredited institutions of higher education, seventy-five (75%) percent of the cost of tuition, laboratory fees and community college service fees for undergraduate courses and graduate courses.

(2) For other courses or programs, there shall be seventy-five (75%) percent tuition reimbursement for undergraduate courses and graduate courses.

(e) 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.

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 non-credit classroom time will be considered the equivalent of one credit.

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

**Section Four.** (a) The current tuition waiver programs between the Connecticut State University system, the Community Technical Colleges and the Union will remain in effect for the duration of this agreement unless mutually agreed upon by both parties. Attached as Appendix C1 & C2.

(b) The current tuition waiver program between The University of Connecticut and the Union (specifically University of Connecticut Storrs employee and regional campuses) will remain in effect for the duration of this agreement (attached as Appendix D). This tuition waiver program is not available for University of Connecticut Health employees.

## **ARTICLE 12 WORKING TEST PERIOD**

**Section One.** The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam.

**Section Two.** Each appointee to a permanent position in the classified service shall serve a Working Test Period. Such Working Test Period shall begin on the date of appointment from the employment list, if the position is competitive. Otherwise, the Working Test Period shall begin on the date of original permanent appointment.

The Working Test Period for classes covered by this Agreement shall be six (6) months or, for all less than full-time positions, 1044 hours. However, an employee who is promoted within the bargaining unit, within his/her employing agency, shall be required to serve a promotional Working Test Period of only four (4) months or, for less than full-time positions, 696 hours. Periods of more than three (3) days of unpaid leave or workers' compensation will not be considered for purposes of completion of the working test period.

Upon appointment from the certified list, an employee who is provisionally promoted shall have service in the position in which he/she has served provisionally credited toward meeting the Working

Test Period requirements, provided that such service has been satisfactory.

No additional Working Test Period shall be required of an employee who previously served a satisfactory Working Test Period in the same or in a comparable class within the preceding three (3) years.

**Section Three.** At any time during the Working Test Period, after fair trial, the appointing authority may remove any employee, if, in the opinion of such appointing authority, the Working Test Period indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuance in such position.

Any employee who is promoted within an agency and who fails a Promotional Working Test Period shall be returned to the position from which he/she was promoted without any loss of benefits or seniority rights.

Any employee who is promoted to another agency and who fails a Promotional Working Test Period shall be returned to her/his former agency to a position in the same job classification from which promoted without any loss of benefits or seniority rights. If there are no vacant positions at the employee's former work location, the employee shall be appointed to a vacancy within a reasonable distance (within a 25-mile radius of the former work location or the employee's home) and shall have first preference for transfer to a position at the former location. If there are no existing vacant positions in the former agency within these geographical limitations, the former agency shall take the steps necessary to have the employee placed in a position at a work location within the specified geographical areas.

A permanent employee who is appointed to a classification in another bargaining unit and who fails the Working Test Period shall be returned to her/his former agency to a vacancy in the same classification or a vacancy in a comparable class or in any bargaining unit class in which the employee held permanent status. If there are no such vacancies authorized for refill in the former agency, the employee shall be placed on a reemployment list.

**Section Four.** The Working Test Period may, with the approval of the designated management official within the agency, be extended on an individual basis for a definite period of time. Normally, such extension shall not exceed three (3) months, but in exceptional circumstances there may be an extension of up to six (6) months.

**Section Five. (a)** Separation during or at the end of the initial Working Test Period shall not be grievable or arbitrable. Service ratings during the initial working test period are not grievable or arbitrable.

**(b)** Any permanent employee who fails a promotional Working Test Period may appeal, to Step III of the grievance procedure, alleging patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification. The Employer's decision at Step III shall be final.

### **ARTICLE 13 SENIORITY**

**Section One. (a)** Seniority shall be defined as an employee's length of continuous State service, including paid leave and war service, except as provided in Section Three of Article 14.

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

**(1)** Military leave granted under CGS Sec. 5-255a or 27-33 or under Article 37.

**(2)** Workers Compensation.

**(3)** Unpaid medical leave of absence.

**(4)** Non-disability maternity or paternity leave or leave for family emergency due to illness, up to a maximum of six (6) months.

**(5)** Layoff up to one (1) year of any period of continuous layoff provided the employee is reemployed within three (3) years.

**(6)** Union leave granted under Article 8, Section Nine (b).

Credit for the periods of time described in (3), (4), and (6) will only apply if the employee returns to work immediately following the leave.

(c) The changes in the seniority definition contained in this contract shall apply prospectively, effective upon the date of contract approval.

(d) For part-time employees, seniority shall be prorated in accordance with the number of hours worked by the employee.

**Section Two.** Seniority shall not be computed until after completion of the working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of hire.

**Section Three.** 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 Four.** Seniority shall be deemed broken by: (a) termination of employment caused by resignation, dismissal or retirement; (b) failure to report for five (5) consecutive working days without authorization absent a valid explanation. Any dispute as to whether the explanation offered is valid shall be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the Employer unless the Employer's decision can be shown to be arbitrary or capricious.

Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of a service break.

**Section Five.** Seniority lists shall be prepared as needed for the agency or work unit and classifications affected. In addition, AFSCME Council 4 shall be provided with annual seniority lists on March 1 based on employee seniority calculated according to Section One as of January 1 of that year.

**Section Six.** The application of seniority as a factor in decision making is addressed in appropriate articles of this Agreement.

**Section Seven.** The calculation of years of service for purposes of longevity benefits shall be based on the definition of Seniority in Section One (a). Effective October 1, 1996, the calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.

The calculation of years of service for purposes of vacation accrual eligibility shall be based on the definition of seniority in Section One (a), with the inclusion of up to six (6) months of unpaid medical leave and/or nondisability maternity leave and up to one (1) year of layoff as described above.

The definition of seniority in this Article shall not affect pension rules. Except as provided in this section or in Article 14, the definition of seniority in this Article shall apply in all situations where seniority is a factor.

## **ARTICLE 14**

### **ORDER OF LAYOFF AND REEMPLOYMENT**

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

**Section Two.** No employee shall be laid off except in compliance with this Article.

**Section Three.** For purposes of layoff selection within a classification within an agency or of other seniority applications under this Article, seniority shall be defined as length of continuous service in bargaining unit classifications including paid leaves and war service (see Article 13, Section One (b)). For service performed prior to October 1, 1991, bargaining unit seniority shall be equal to seniority as defined in Article 13, Section One.

For purposes of this Article, "permanent employee" shall be defined as a permanent State employee under Article 1 who has achieved a permanent appointment in a bargaining unit classification.

Bargaining unit seniority shall not be computed until permanent appointment after successful completion of the working test period and/or the trainee period in the bargaining unit whereupon it shall be retroactively applied to include such service.

Credit for seniority prior to a break in continuous bargaining unit service shall be restored to an employee who is reemployed in the bargaining unit within one (1) year of the break.

Time spent as a confidential exclusion in a bargaining unit classification shall not be counted as bargaining unit seniority under this Article.

If the seniority of two or more employees is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, priority for layoff and recall shall be determined by a coin toss or drawing lots.

**Section Four. Layoff Procedure.** When 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.

If there is more than one position in the same job classification in a work unit, the agency shall first eliminate positions in that classification held by nonpermanent employees.

The State shall prepare a list of all vacancies in the same or comparable classes in the agency in which the employee works and in other agencies within a twenty-five (25) mile radius. The list shall be provided to the affected employee(s) with a copy to the Union.

The agency shall arrange to have the employee assigned in lieu of layoff to a funded, approved vacancy in the same classification at the same work location/facility. If there is no such vacancy available, a permanent employee may exercise bumping rights as set forth in Section Five herein OR may exercise reemployment rights as set forth in Section Six herein. A nonpermanent employee shall not have bumping or reemployment rights.

In addition, prior to layoff the Employer shall consider alternatives to layoff including attrition, early retirement, transfer, or unpaid furlough.



**Section Five. Bumping.** Within two (2) weeks of the notice specified in Section Four, the employee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. Within two (2) business days of notice to a bumpee that an employee has elected to bump him/her, the bumpee shall provide written notice of whether he/she has elected to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

For purposes of layoff selection and bumping rights, full-time employees and part-time employees in the same classification working at least twenty (20) hours per week shall be considered as within the same category. To exercise bumping rights, however, the bumpee must assume the work schedule and hours of the employee to be bumped.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

- (1) the employee at the same work location/facility of the agency with the lowest seniority in the same class
- (2) the employee at the same work location/facility with the lowest seniority in a lower class within the same classification series
- (3) the employee with the lowest seniority in the same class within the same agency
- (4) the employee with the lowest seniority in a lower class within the same classification series within the same agency; provided, however, that this option shall only apply if none of the options (1), (2) or (3) is available.

In the event the bumpee is a permanent employee, he/she will be allowed in lieu of layoff, to bump that employee identified in (2) or (3) above provided that he/she has more bargaining unit seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same

classification within the agency. Bump(s) will receive as much written notice as possible but not less than ten (10) calendar days. A bump(s) not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Six herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range but not more than he/she was receiving at the time of bumping.

**Section Six. Reemployment. (a)** Any permanent employee who is laid off or who bumps into a lower class or who is placed into a durational position or into a part-time position from a full-time permanent position in lieu of layoff may request that his/her name be placed on a reemployment list(s).

An employee shall be entitled to specify for placement on the reemployment list for any and all classes in which he/she formerly held permanent status, or which are deemed comparable. Employees must designate location preference when placed on these lists. At the time of layoff, the Employer shall provide forms on which the employee shall designate choice of reemployment list(s) and acceptable location(s). The employee shall sign all such forms. The employee will also be provided an opportunity to indicate whether or not temporary or durational positions would be acceptable.

Three waivers of positions offered from a reemployment list will result in removal from that list. A no-reply to an offer of position, which offer was sent by certified mail return receipt requested, shall be deemed a waiver. An employee will also automatically be removed from all reemployment lists if appointed to a position in the same salary group held at time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position or is a previously employed full-time employee and is appointed to a part-time position. Any employee appointed from the reemployment list to a temporary, durational or part-time position shall have their rights and benefits determined in accordance with Article 22. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed

on the reemployment list(s) will remain eligible for certification from the reemployment list for the classifications of higher salary groups, not to exceed to salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list in order of seniority as defined in Section Three of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

(c) An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as held when he/she was laid off. An employee appointed to a position in a lower salary group will be appointed to the step with the closest, but not higher, rate of pay to the one held by the employee at the time of layoff.

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

**Section Seven.** In the event that a layoff or bumping by seniority may have a negative impact on the affected agency's affirmative action or upward mobility programs, the Employer shall notify the Union as soon as possible, but no later than thirty (30) days prior to the layoff, and the Union and the Employer shall discuss alternatives to the above layoff selection and bumping procedure.

The application of seniority as a factor in layoff selection shall be waived when the Employer determines that there is a need for special skills such as bilingual ability, the ability to operate specialized equipment, expertise or training in a complex work assignment, or ability to relate to a specialized client group which the more senior employees are unable to perform, except after extensive training, provided that not more than five (5%) percent of the employees (but not less than one (1) person) to be laid off within a class within an agency shall be subject to this paragraph. When there is a need to apply the special skills exemption, the Employer shall notify the Union at least thirty (30) days in advance. Employer decisions shall be subject to expedited arbitration, provided, however, that no back pay remedy shall accrue to any individual employee.

**Section Eight.** The determination of class comparability shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable. With respect to bumpees, the classification series and the classes assigned to each series shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable.

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

**Section Ten.** When the Employer elects to reduce the workforce, employees within the affected classifications and work locations or facilities may request layoff. If granted, the Employer shall not contest the employee's eligibility for unemployment compensation. The denial of any such layoff request shall not be grievable.

The rights of such individuals shall be restricted to placement on the appropriate reemployment list and shall not include any bumping rights or any placement, training, or reemployment rights from the coalition (SEBAC) agreements.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

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

**Section Two. Format.** A grievance shall be filed on mutually agreed upon forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the controlling contract provision, (e) the remedy or relief sought. In the event a form filed is unclear or incomplete and not in compliance with this section, the grievant shall be so informed and asked to correct the grievance form. If it remains unclear, the State Employer shall make its best efforts to handle the grievance as he/she understands it. A grievance may be amended up to and including Step III of the procedure so long as the factual basis of the complaint is not materially altered.

This shall be submitted electronically to the designated email address the agency provides. The agency will confirm receipt electronically.

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

The State will continue its practice of paid leave time for current State employees who are witnesses of either party at all steps of the grievance procedure. The witness shall provide advance notice to their supervisor.

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

**Section Five.** A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. This provision shall not preclude a grievant from making a claim of and obtaining a prospective remedy for a continuing or ongoing violation.

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

**Step I. Subagency Designee.** A grievance must be submitted electronically (to a designated email address) within the thirty (30) day period specified in Section Five to the office which the agency head has established as the subagency level for handling grievances.

If the agency head does not establish a subagency level for handling grievances, the grievance shall be presented to the employee's first management-level supervisor in the chain of command who is outside the bargaining unit. A meeting shall be held with the Union representative and/or the grievant and a written response issued within twenty-one (21) days after such meeting but not later than twenty-eight (28) days after the submission of the grievance.

**Step II. Agency Head or Designee.** When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee electronically (to a designated email address), within seven (7) days of the previous response. In addition, the following matters shall be submitted directly to Step II: agency institutional grievances, grievances alleging a violation of layoff or bumping procedures under Article 14.

Grievances concerning disputes over an employee's job classification are filed in accordance with Article 15 A.

Within thirty (30) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within twenty (20) days thereafter.

**Step III. Undersecretary for the Office of Labor Relations or Designee.** The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for the Office of Labor Relations or designee has had an opportunity to resolve the grievance.

An unresolved grievance may be appealed to the Undersecretary for the Office of Labor Relations within seven (7) days of the date of the Step II response.

In addition, the following matters shall be submitted directly to Step III: grievances concerning dismissal, suspension, or demotion pursuant to Article 16; class reevaluation appeals pursuant to Article 21; institutional grievances concerning the bargaining unit as a whole or more than one agency.

Said Undersecretary or his/her designated representative shall hold a conference within sixty (60) days of receipt of the grievance and issue a written response within forty-five (45) days of the conference, unless mutually agreed to extend to another date.

**Submission of Grievances:**

- (1) The Union will transmit grievance forms in PDF format to the Office of Labor Relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive mail. This is in lieu of hard-copy physical delivery or USPS delivery.
- (2) The Office of Labor Relations shall send the Step III conference notice and the Step III answers to the Union, to a dedicated email address established for this purpose in PDF format. The Union will acknowledge receipt of such transmission by responsive email. This in lieu of facsimile transmission of conference scheduling notices and USPS transmission of Step III answers.
- (3) The Union shall submit grievances that fall under Article 15, Section Six, to arbitration to the same dedicated email address in PDF format. Said transmission shall be directed to the Office of Labor Relations staff person assigned the responsibility of scheduling arbitrations (currently Tatiana Holmes). The Office of Labor Relations shall acknowledge receipt of said arbitration appeal by responsive email. This is in lieu of certified mail, postage prepaid to the Undersecretary for the Office of Labor Relations.
- (4) Individuals who file a grievance on their own, by physical delivery of hard copy grievance submission to the Office of Labor Relations, shall not be negatively impacted.
- (5) The date of the receipt, of any electronic transmission shall determine whether said submission was timely as required by the contract.

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

**Section Seven.** For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps of meetings hereinbefore cited. Whenever practicable, agreements to extend time limits or to waive steps shall be in writing. Therefore, requests for postponement of grievance meetings must normally be in writing and state the reason for the requested postponement.

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

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

**Section Nine.** Submission to arbitration shall be by certified letter, postage prepaid to the Undersecretary for the Office of Labor Relations. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

In cases of dismissals, demotions, suspensions of eleven or more days or layoffs, either party may request a Court reporter. The party requesting the reporter shall arrange for the stenographer and pay the costs thereof.



Cases involving discharges, transfers, layoffs, or actions in which delay might render any remedy moot shall be given preference in scheduling.

### **Section Ten. Arbitration.**

**A.** Within the timelines referenced above, grievances regarding suspensions of eleven (11) or more days, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

1. **Submission.** Submission shall be filed electronically (to a designated email address) to the Office of Labor Relations.

2. **Selection of Panel.** The Parties shall establish a panel of 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 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.** Effective July 1, 2021, each Arbitrator appointed to the panel will be subject to the following:

(1) Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.

(2) Each party retain the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.

(3) In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.

Either party, upon written notice to the other, may remove an arbitrator(s) once per contract year. By April 1<sup>st</sup> the parties will have a reconstituted mutually agreed upon panel of 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, to meet and discuss quarterly, if necessary, on the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

8. Expedited Cases. Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the “first filed, first assigned” rule expressed herein.

9. Postponements. Postponements shall be by mutual consent of the parties.

**B.** Within the timelines referenced above, grievances regarding all other complaints, including but not limited to, suspensions of ten (10) days or less, other discipline not covered in Section 10A., above, and/or contract interpretation, 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 Eleven.** Arbitration Rules. Whichever forum a grievance is filed and/or processed in according to Sections 10A. or 10B. 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 grant to impose any remedy or right of relief for any period of time prior to the effective date of this 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 procedures described in Article 21.
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.

**Section Twelve.** The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

**Section Thirteen.** Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

(a) separation of employees during initial Working Test Period;

(b) separation of non-permanent employees;

(c) non-renewal of appointment of unclassified employees;

(d) the decision to layoff, or non-disciplinary termination of employees;

(e) notwithstanding the provisions of Article 2, classification and pay grades for newly created bargaining unit jobs; provided, however, that this clause shall neither enlarge nor diminish the Union's right to negotiate pay grades;

(f) any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed which antedate this Agreement shall not be deemed to have been waived by reason of the execution of this Agreement;

(g) any inherent management right not restricted by a specific provision of this Agreement.

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

(a) a written complaint involving the allegation of a pattern of unfair treatment of an employee;

(b) Matters concerning discriminatory practices which are filed with the Commission on Human Rights and Opportunities.

(c) Examination through DAS Job Apps. The procedure for handling appeal of rejection from admission to examination shall be in accordance with CGS Section 5-221a, and any regulations or procedures issued to implement that statute. The State reserves the

right to modify this procedure. The Union shall be promptly notified of any revisions.

**Section Fifteen.** All Step III conferences, arbitrations, and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

**Section Sixteen.** By mutual agreement, a grievance which remains unresolved after Step III may be submitted to a “pre-arbitration mediation process” in which grievances selected shall be mutually acceptable to the parties.

The expenses for the mediator’s services shall be shared equally by the parties. Mediation shall take place within fifteen (15) working days after the request of the parties, unless agreed to the contrary by the parties. It is agreed by the parties that this process is not binding upon either party.

In the event that mediation is not successful, the parties agree that if the mediator is also on the arbitration panel, he/she shall be bypassed if he/she would be the next arbitrator in rotation.

**Section Seventeen.** The State and the Union recognize the necessity to fill out the permanent panel of arbitrators to serve on the NP-3 arbitration panel. An arbitrator who is new to the NP-3 panel may be removed from the panel by either party after he/she issues the first, second or third award, and be replaced with another jointly agreed upon arbitrator, with the same conditions.

If the arbitrator is not dropped after issuing his/her third award, he/she will serve for the term of this Agreement. Notwithstanding the above, the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet regularly to schedule grievances submitted for arbitration. The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available.

**ARTICLE 15A**  
**RECLASSIFICATION GRIEVANCES**

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

The existing procedures for handling appeal of rejection from admission to examination shall remain in force. The existing procedures for handling disputes over reclassification (including Temporary Service in a Higher Classification) shall remain in force, except as modified below:

Step 1 – The first Step of the reclassification grievance shall be the Commissioner of Administrative Services (DAS), and/or designee or Human Resources Director. The DAS Human Resources Business Partner or Human Resources Director from the Agency in which the grievant is employed, will hold a meeting with the Union, the grievant, and any witnesses. A written response which shall include a brief statement of facts supporting the decision, will be issued within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

Step 2 (Panel) – An unresolved reclassification grievance may be appealed to the DAS Classification Panel within seven (7) working days of receipt of the Step 1 response or its due date. The Classification Panel shall hold a virtual conference on a date mutually agreed upon by the State and the Union and issue a written response within thirty (30) calendar days of the conference. The Classification Panel shall be comprised of two (2) HR professionals, one of whom shall serve as Chairperson, and one designee from the Union, all of whom shall be experienced in job classification. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in

writing and include a brief statement of facts supporting the decision signed by the Chairperson and shall be binding on the parties provided the decision is consistent with merit system conditions.

## **ARTICLE 16**

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

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

Just cause may include but is not necessarily restricted to incompetency, inefficiency, neglect of duty, misconduct, or insubordination.

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

**Section Three.** A permanent employee who is reprimanded, demoted, suspended, or dismissed shall have the right to appeal such action through the grievance and arbitration process set forth in this Agreement.

Grievances concerning dismissal, demotion or suspension shall be submitted directly to Step III of the grievance procedure within twenty-one (21) calendar days of the written notice. All grievances filed directly to Step III shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee. By mutual agreement, such grievances may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 15.

The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums.

**Section Four.** Written notice of dismissal, suspension or demotion shall be sent to the employee by certified mail, electronically or served in person. Such written notice shall state the reason(s) for the disciplinary action, the effective date(s) and notice of the right of appeal. The Employer will email a scanned copy to AFSCME Council 4 Staff Representative and/or Service Representative of any dismissal, suspension or demotion within twenty-four (24) hours of the written notice to the employee.

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

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

**Section Six. Interrogation.** An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union steward or other representative present, upon request, provided, however, this provision shall not unreasonably delay completion of 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.

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

**Section Seven.** Whenever practicable, any investigatory or disciplinary meeting with an employee shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. If such scheduling is not possible, and an employee is required to appear at any time beyond his/her normal work time, he/she shall be deemed to be actually working. If the employee's representative is on duty at the time of the meeting, the representative shall be released for the meeting with pay.



**Section Eight.** The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve said disciplinary action directly to Step III. If, in an arbitration proceeding, the Employer establishes that the employee(s) breached the No Strike Article, the arbitrator shall not substitute his judgment for that of the Employer as to the appropriateness of the discipline imposed, except that in cases of dismissal, the arbitrator may modify the penalty of dismissal if the Employer's judgment can be shown to be arbitrary, capricious or discriminatory.

**Section Nine. Reprimands.** A written reprimand or a written record of an oral reprimand which is placed in an employee's personnel file and which is not merged in the service rating next following shall be considered void for purposes of progressive discipline after eighteen (18) months, unless another disciplinary action is taken within that period of time.

An employee shall have the right to file a written response to any such reprimand or record, and such response will be attached thereto and placed in the personnel file. Any such response shall also be considered void if the reprimand to which it is attached is considered void under this section.

For purposes of this section, "void" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract

**Section Ten.** An appointing authority may, pending an investigation of alleged action which constitutes grounds for dismissal (including disposition of criminal charge against the employee), place the employee on an administrative leave of absence for a period of up to sixty (60) calendar days. The appointing authority may reassign the employee to an alternative assignment during the investigation, where practicable.

The paid leave under this section may be extended for the period of the pre-discipline procedure and the discipline notice period. An employee may be placed upon a paid leave of absence during the notice period prior to the effective date of a dismissal.

## ARTICLE 17

### HOURS OF WORK, WORK SCHEDULES AND OVERTIME

**Section One. Standard Workweek.** (a) The standard workweek for full-time employees shall be forty (40) hours per workweek in five (5) consecutive days of eight (8) hours per workday, with regularly established starting and ending times. Except in emergencies, employees shall receive two (2) weeks' notice of any schedule change.

(b) The customary workweek shall be from 12:01 A.M. on Friday to 12:01 A.M. the following Friday.

(c) The customary workday shall be from 12:01 A.M. to 12:01 A.M. the following day.

**Section Two. Nonstandard Workweek.** A nonstandard workweek for full-time employees shall average five (5) workdays and forty (40) hours per week over a period of eight (8) weeks or less. Employees who are on nonstandard workweeks shall have regularly established starting and ending times and shall receive two (2) weeks' notice of any schedule change, except in emergencies.

**Section Three.** In the event the Employer wishes to change a facility work schedule during the life of this agreement, three (3) weeks notice shall be given to the affected employee(s) and the Union. The Employer shall meet and negotiate with the Union if the Union objects to the proposed schedule. If agreement cannot be reached within three (3) weeks of notification to the Union, the Employer shall make the changes it deems advisable.

(1) Staffing needs will be met by volunteers before employees are assigned, provided that there are sufficient volunteers qualified to do the work.

(2) If there are not enough volunteers, or if there are too many volunteers, preference for schedule selection shall be given to the most senior employees qualified to perform the work until staffing needs are met.

The Union shall have the right to request arbitration following the schedule change implementations. The arbitrator in rendering a decision on the employee work schedules must give weight to the following factors in the following order of priority: the

impact on client services, the impact on the agency and the impact on the employees. The arbitrator shall not be empowered to direct the Employer to hire additional staff or require additional overtime compensation provided the Employer has not reduced the number of employees and thus reduced the employee/client ratio prior to the change in schedule.

Nothing in this Section shall be interpreted as a limitation on the Employer's right to determine the hours of operation.

**Section Four.** The establishment or disestablishment of nonstandard workweeks or work schedules shall be consistent with Section 5-238 and the regulations appurtenant thereto, except that:

(a) The Commissioner of Administrative Services shall issue regulations and the Undersecretary for the Office of Labor Relations shall make decisions previously assigned to the Personnel Policy Board.

(b) A copy of any such regulation, when issued, shall be furnished to the Union.

(c) A copy of all proposed nonstandard workweeks shall be furnished to the Union.

Prior to the establishment or disestablishment of nonstandard workweeks, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves its legal rights with regard to the implementation of its last proposal.

Any employee whose workweek is to be changed from a standard workweek to such newly established nonstandard workweek, or from a nonstandard workweek to a standard workweek, shall be given at least two (2) weeks notice of the change.

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

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

There shall be management review of said accommodations on no less than an annual basis to determine the need for continued rearranged schedules.

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

**Section Six.** The State reserves the right to establish work schedules at variance with Section One above in order to meet emergency needs such as a fuel emergency. Prior to implementing such an alternative work schedule, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation with the Union over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves the right to implement its last proposal.

In addition, the State and the Union shall continue to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union. Implementation, evaluation, and continuation of flextime programs shall be a subject for the Labor Management Committees. In addition, the State and the Union shall continue to cooperate in programs to determine the feasibility of telework pursuant to the SEBAC Telework Policy.

**Section Seven. Meal Periods.** Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

On an agency-by-agency basis, designees of the Employer shall meet with designees of the Union to discuss the adoption of a one-half (1/2) hour lunch period.

**Section Eight.** Subject to the operating needs of the agency, employees will be granted rest periods of fifteen (15) minutes in each half shift. Said rest periods shall be scheduled to meet the needs of the Employer and shall ordinarily be scheduled in the middle portion of each half shift.

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

**(b)** The State will continue to pay overtime to eligible employees at time and one-half for hours worked over forty (40), except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes, and except for averaging schedules that were approved by the Personnel Commissioner or Commissioner of Administrative Services or that are approved by the Undersecretary for the Office of Labor Relations. The State shall retain its right to require overtime. Wherever possible, volunteers will be solicited before employees are assigned. Agencies will endeavor to equally distribute overtime opportunities among employees in the same classification in the same work unit who normally do the work. There shall be no payment of overtime for hours not worked.

For the purpose of computing overtime pay under the contract (and not for computing the FLSA overtime payment described in (c) below), the total number of hours worked shall be understood to include any hours for which an employee receives his/her regular pay, such as for sick leave, personal leave, vacation time or holidays.

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

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

accordance with this agreement and existing practice, for that FLSA work period.

Where a primarily non-hazardous duty bargaining unit includes both essential and/or level 1 and non-essential and/or level 2 employees, and the former receive only normal pay for working during his/her normal hours during a situation where the Governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, an essential employee, required by the Employer to report to work outside the home during a period when other bargaining unit members are paid but relieved from work due to a closing, shall receive straight time compensatory time for the hours worked during the employee's normal shift where the State has been ordered closed.

**(d) Call Back Pay.** Employees who have left work after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours of overtime. The provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

**(e) Exempt Employees.** During the life of this Agreement, Section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above the applicable rate for Grade 20, Step 10, and those unclassified positions which on June 30, 1977 were deemed exempt positions. Notwithstanding the previous sentence, employees in the following classifications shall be eligible for overtime payment upon contract implementation:

Executive Secretary 2 - Classified

Motor Vehicle Central Office Supervisor 2

Office Supervisor

Subject to the operating needs of the agency:

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

(2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection 1 or 2 may grieve up to but not beyond Step III of the grievance procedure.

(f) Overtime pay shall not be pyramided.

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

**Section Ten. Shift Preference.** In a work unit which has a multi-shift schedule:

(a) if there is an opening on a shift which the Employer intends to fill permanently, the Employer shall first ask for volunteers;

(b) if there are more volunteers than openings, preference will be given to the most senior employee in the same classification who has the ability to perform the specific assignment provided that a shift will not be left with a totally inexperienced crew.

No employee may exercise shift preference rights more than once a year.

**Section Eleven. Ten Month Positions.** A college or university may establish ten (10) month positions or may convert vacancies or existing positions to ten (10) month schedules provided that any employee occupying such position volunteers for the reduced schedule. The period of employment for the ten (10) month positions shall commence August 15 and shall conclude June 15. No employee who currently occupies a year-round position shall be involuntarily placed in a ten (10) month schedule.

The compensation for the ten-month schedules shall reflect the reduced schedule but shall be paid over the twelve-month period. Should the prior provision be found to be improper under state or federal wage laws (e.g. FLSA), the compensation method shall be changed so that the ten-month employees are paid over ten months and are treated as on an unpaid personal leave of absence during the

nonwork summer period. In accordance with existing practice, ten-month employees will be eligible for health benefits and State service credit (e.g. seniority) for the period of receiving compensation and will be granted leave accruals for the period actually worked, if different from the period of payment.

**Section Twelve.** An employee who is regularly assigned a State vehicle and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered in pay status commencing with arrival at the first business call until departure from the last business call, provided, however, any travel in excess of twenty (20) miles to or from the employee's home shall be considered as time worked. The above provisions shall apply only to those occasions when the employee is reporting to a field assignment.

**Section Thirteen.** In agencies whereby dispatch services are provided by Telecommunications Dispatchers and/or Telecommunications Operators said NP-3 Dispatchers shall be allowed to swap scheduled shifts with other NP-3 Dispatchers with the same title/job class at the same worksite. The manager and/or manager's designee shall review and either approve or deny the swap request. All hours worked within the associated swap will be paid at straight time. Swaps will not be approved for any employee in a working test period. The Swap Policy may be discussed as an agenda item at Labor Management Committee meetings.

## **ARTICLE 18**

### **TEMPORARY SERVICE IN A HIGHER CLASS**

**Section One.** Temporary Service in a Higher Class is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level. Eligibility for temporary assignment to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job specification. Approval of any such assignment is subject to review and authorization by the Commissioner of



Administrative Services, or designee. Assignments requiring the refill or establishment of a position are subject to the approval of the Secretary of the Office of Policy and Management (or designee).

An extended assignment constituting Temporary Service in a Higher Class is one which is expected to last more than thirty (30) consecutive days.

**Section Two. (a).** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive workday, be paid for such actual work, subject to review and approval by DAS, and OPM as indicated above. Payment shall be retroactive to the first day of such service at the rate of the higher class as if promoted thereto.

**(b).** An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form along with copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services, or designee, in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 15.

**(c).** If, by the thirty-first (31) consecutive working day, the assignment has not been approved, the employee may request of the appointing authority immediate reassignment to his/her former position. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former position occurs on or after the thirty-first (31) consecutive working day. In the event the reassignment occurs on or after the thirty-first (31) consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any

other timeframes documented under the Grievance Procedure in Article 15.

**(d).** In the event the Commissioner of Administrative Services, (or designee), disapproves the requested assignment, on the basis of his/her judgement that the assignment does not constitute temporary service in a higher class the employee may continue working as assigned, or may request reassignment to his/her former position.

In the event the Secretary of OPM (or designee) disapproves the refill or establishment of a position that would facilitate payment, the duties forming the basis if the agency's request for TSHC payment shall be removed immediately. If the employee continues to work as assigned, the employee shall have recourse for TSHC payment.

If reassignment is granted by the appointing authority, the employee may appeal for TSHC compensation if the duration of the period of actual work performed at the higher level exceeded thirty (30) consecutive working days prior to the reassignment. If reassignment is denied by the appointing authority, the employee may appeal for TSHC compensation once the duration of actual work performed at the higher level exceeds thirty (30) consecutive working days.

For any of the scenarios outlined in this section (d) the employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Nothing in this Section is intended to preclude as individual employee from making separate claims for reclassification and/or temporary service coverage, with recourse under the reclassification procedure but not under the grievance and arbitration procedure. In any such case in which as employee makes separate claims, the effective date of the assignment shall represent the retroactive payment date for remedy, should the employee prevail in either appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Temporary assignments to higher classifications shall not be used to circumvent the merit system. Therefore, when a temporary assignment has been made to a vacancy in a permanent position, upon approval from the Office of Policy and Management to fill the position, any permanent appointment shall be made in accordance with merit system requirements including the use of a certified list for appointments to competitive positions.

## **ARTICLE 19**

### **JOB SPECIFICATIONS**

**Section One.** Each employee shall upon promotion or appointment and thereafter upon request be given a copy of his/her job specification. Work assignments shall be in accordance with that job specification.

**Section Two.** Wherever the phrase “and performs related duties as required...” appears in the job specifications for job classifications within this bargaining unit, the term “related duties” shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the overall job specification.

The functions of serving as a receptionist and/or receiving the “operator” calls from a voice mail system shall be considered as “related duties” for secretarial and clerical classifications.

Disputes regarding the appropriateness of assigned duties shall be addressed under the procedure established in Article 15A.

**Section Three.** The State will notify the Union of any changes in the job specifications for bargaining unit classifications in order to permit the parties to negotiate the impact, if any, of such changes and the effective date, if appropriate, of the results of such negotiations.

**ARTICLE 20**  
**CAREER LADDERS**

To the extent possible, classifications in this bargaining unit shall be slotted in career ladders which have the following levels:

**1st** Training level, limit to one (1) year

**2nd** Positions involving routine or repetitive assignments OR entry level for positions requiring more advanced skills than at the training level

**3rd** Working level, with advanced skills; may perform basic or minimal supervision such as assisting in training, coordination and review of work

**4th** Working supervisor OR jobs which require equivalent specialized skill or complex work

**5th** Supervision of a self-contained unit OR highly complex work in support of appropriate level of responsibilities

**6th** Supervision of large office staff OR highly complex work in support of appropriate level of responsibilities

The career ladder chart shall serve as a guideline to position classification, provided, however, that the job specification shall be controlling with respect to an individual's duties and responsibilities.

The State shall continue to investigate and give further consideration to the feasibility of consolidating classes as recommended by the Union and of establishing new classes where there are gaps in the career ladder for a particular occupational area or where presently no classification exists which appropriately describes the content of the job and the overall specialized skills involved.

**ARTICLE 21**  
**CLASS REEVALUATIONS**

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

**Section Two.** The Union but not an individual employee shall have the right to appeal in writing to the Undersecretary for the Office of Labor Relations by submitting a complete description of those changes in job content/working conditions that would be significant enough to affect evaluation.

**Section Three.** The submitted materials shall be reviewed by the Department of Administrative Services. When there is a determination by the DAS that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the DAS will schedule a Master Evaluation Committee hearing within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.

If the DAS determines that there are not significant enough changes in the job content/working conditions, the DAS will notify the agency, the Office of Labor Relations and the Union.

**Section Four.** The Union shall have the right to appeal the determination of the DAS to a mutually agreed upon arbitrator or permanent umpire who shall be experienced in public sector position classification and evaluation. He/she shall base his/her decision on the following criteria:

(a) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.

(b) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation Committee for evaluation.

The results of a Master Evaluation Committee class re-evaluation hearing are considered to be the final evaluation for that appeal.

## **ARTICLE 22**

### **TEMPORARY, DURATIONAL AND PERMANENT PART-TIME EMPLOYEES**

**Section One. Benefits.** A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period
- Upon becoming permanent, the same benefits as any other permanent employee.

**Section Two. Permanent Part-Time Employees.**

Permanent part-time employees will receive wages and fringe benefits on a pro-rata basis in accordance with existing practice and shall receive pro-rata personal leave in accordance with Article 30, Section Seven.

Permanent part-time employees working under twenty (20) hours per week (excluding retired reemployed workers and unscheduled intermittent employees who work less than ten (10) hours per week) shall be eligible for all benefits currently provided to over twenty (20) hours per week permanent part-time employees except as follows:

**(a) Article 14 - Order of Layoff** - The terms of this provision will govern with these exceptions:

(1) Under Section Four an incumbent in a position to be eliminated will be given as much notice as possible but not less than two (2) weeks.

(2) Exercise of rights under Section Five, Bumping and Section Six, Reemployment will be limited to securing other permanent part-time under 20 hours a week positions.

**(b) Article 27 - Group Health Insurance** -

Eligibility for health benefits is limited to those employees who are regularly scheduled to work at least 20 hours per week. In the event that a less than 20 hour per week employee's work

schedule, averaged over four successive calendar months, equals or exceeds 20 hours per week, such employee shall be eligible to commence health benefits. In the event that the work schedule of any employee falls below 20 hours per week, averaged over four successive calendar months, health benefits will be terminated.

The parties agreed that the increase in the minimum eligible hours from 17.5 hours to 20 hours would not disqualify a part-time employee receiving health insurance benefits as of January 1, 1996 whose work schedule had not otherwise been changed.

(c) It is further understood that access to benefits and privileges under the contract will not result in a loss of work time except in emergency situations. This understanding does not pertain to sick or vacation leave usage or absence from work during an approved leave of absence.

## **ARTICLE 23**

### **NOTICE OF OPENINGS AND PROMOTIONAL OPPORTUNITIES**

All job openings shall be posted on the State of Connecticut DAS ([www.jobapscloud.com/ct](http://www.jobapscloud.com/ct)), the agency's website, or on bulletin boards which are normally used for such announcements. In lieu of posting notices on bulletin boards, an agency may elect to distribute job postings and/or examination announcements to employees through the agency's email system provided employees have access to such system.

Prior to or concurrent with any outside recruiting efforts, the agency will post a notice of the vacancy at the facility where the vacancy exists. In addition, agencies will be encouraged to post and distribute such notices of vacancies in other locations.

For purposes of this Article, "outside recruiting" describes situations in which an agency is undertaking efforts to recruit from outside State service, i.e. newspaper advertising; contacting potential new hires on open-competitive examination list; interviewing potential new hires for a vacant position.

**ARTICLE 24**  
**PAYCHECK DISTRIBUTION**

Effective July 1, 2022, paychecks shall be paid by direct deposit on State paydays for all new hires and current employees who are already on direct deposit. All paycheck documents are located in CORE. The parties recognize that the State may elect to distribute a paper or manual paycheck in accordance with the State business practices.

**ARTICLE 25**  
**WORKERS' COMPENSATION**

**Section One.** The State will continue to provide benefits and coverage pursuant to Sections 5-142(a) and (b) of the Connecticut General Statutes.

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

**Section Three.** Section 5-142, paragraph (a) of the General Statutes shall prevail in determining the eligibility of employees of this bargaining unit for the extended workers' compensation benefits as described in that law. Section 5-142(a) is applicable to an administrative-clerical employee who is:

- (1) performing his/her regular duties;
- (2) working in one of the following agencies or institutions: the division of state police within the department of public safety,



any correctional institution, any institution or facility of the department of mental health giving care and treatment to persons afflicted with a mental disorder or disease, any institution for the care and treatment of persons afflicted with any mental defect, or the division of criminal justice;

(3) injured while attending or restraining an inmate of an institution or is assaulted by a patient or inmate, provided that the injury or assault occurs in the course of the administrative-clerical employee's regular employment.

## **ARTICLE 26 COMPENSATION**

**Section One.** Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a \$2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit.

Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a \$1000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.

Effective July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any “opener” contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

**Section Two.** Retroactive to July 1, 2021, and upon legislative approval, the annual increment shall be paid for those who are an active employees and in the bargaining unit.

The annual increments for 2022-2023 and 2023-2024 contract years shall be paid on time for active employees who are in the bargaining unit.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any “opener” contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Effective and retroactive to July 1, 2021, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars (\$1,000). The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a “less than good” rating, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit.

Effective July 1, 2022, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand dollars (\$1,000) for active employees who are in the bargaining unit. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a “less than good” rating.

Effective July 1, 2023, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of one thousand

dollars (\$1,000) for active employees who are in the bargaining unit. The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a “less than good” rating.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 26 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any “opener” contemplated under this provision, only sections one and two of Article 26 (Compensation), shall be open and all other provisions shall remain in full force and effect.

**Section Three.** (a) Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except as provided otherwise in this agreement. The longevity schedule in effect on June 30, 2002, shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto.

(b) Effective and retroactive to July 1, 2021, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit. Longevity payments will be paid on a semi-annual basis for each year of the agreement.

**Section Four. Night Shift Differential.** The existing rules and regulation for night shift differential shall continue in force for the life of the contract except as may be modified by the contract. Eligible employees whose assigned work shift begins after 2:00 p.m. and before 6:00 a.m. or whose assigned shift is more than 10 hours of work time shall be entitled to a night shift differential. The shift differential will be paid for hours worked but not for vacation, sick leave or other paid leave. The shift differential shall apply to employees regularly assigned to qualifying shifts and shall not apply to additional hours of work which may extend into such shifts and/or which are not part of such shifts (e.g. overtime work which occurs after 2:00 p.m. or which extends the workday to more than 10 hours). Employees whose salary grade is Salary Group 19 or below shall be eligible for the shift differential payment. Effective at the start of the first pay period following thirty (30) days after legislative approval

June 6, 2022), the rate for night shift differential shall be increased to one dollar and fifty cents (\$1.50).

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

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

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

(d) Effective the pay period including July 1, 2008, bargaining unit members working schedules at the Department of Motor Vehicles that include Saturday hours of 8 a.m. – 1 p.m. shall be eligible for weekend differential at the rate established in this section.

(e) Effective at the start of the first pay period following thirty (30) days after legislative approval, the rate for weekend shift differential shall be increased to one dollar and fifty cents (\$1.50) per hour.

**Section Six. Objective Job Evaluation.** The terms and conditions concerning Objective Job Evaluation are negotiated separately by the State and the Unions. All provisions concerning Objective Job Evaluation are governed by the separate agreement of the parties on that subject.

For ease of reference, the applicable sections of that agreement are reprinted in this contract booklet as Appendix G.

**Section Seven. Overpayments.** When the Employer determines that an employee has been overpaid, it shall notify the employee of this and the reason therefor. The Employer shall arrange to recover such overpayment from the employee over the same period unless the Employer and employee agree to some other arrangements. (For Example: An employee who has been overpaid by \$5.00 per pay period for six months shall refund the Employer at the rate of \$5.00 per pay period over six months.)

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

**Section Eight. Emergency Medical Technician.** On or about December 1 of each contract year, the State shall pay a five hundred dollar (\$500) annual skill premium to each employee who is certified as an Emergency Medical Technician, and who has volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year.

**Section Nine.** The rates of additional compensation provided to eligible clerical employees for performing sign language interpreting assignments (Item 456-Q) or performing Spanish interpreting assignments (Item 442-Q) shall be revised to reflect the salary groups and rates upon legislative approval and shall be implemented effective on the start of the pay period that includes June 1, 2022.

**Section Ten. (a)** The hourly pay differential which was established for certain designated job assignments or working conditions in the Departments of Correction, Health Services, and Public Safety, UConn Health Center, and the Department of Mental Health and Addiction Services (Whiting Forensic Hospital) shall continue. Effective the pay period including July 1, 2022, the hourly differential shall be one dollar twenty-five cents (\$1.25) per hour.

Notwithstanding the above provision, the pay differential for employees in the Department of Correction or the DOC Health Services Unit serving correctional inmates shall apply to those NP-3 employees who work every workday inside facilities of the Department of Correction which house incarcerated inmates, including the Health Services Units of the DOC. The differential would not apply to clerical employees at other DOC locations, e.g. central office, community locations, district offices or other offices which are not located inside correctional incarceration facilities. The four (4) Inventory Unit employees who generally spend 80% of their workdays inside correctional incarceration facilities will continue to receive the differential.

**Section Eleven. Travel Reimbursements. (a)** An employee who is required to use his/her personal vehicle in the performance of

duty shall be paid at the rate in accordance with OLR General Letter: Mileage Reimbursement (increase/decrease). The rate per mile shall be readjusted within thirty (30) days of readjustment by the US General Services Administration.

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

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

The maximum meal reimbursement rates shall be as follows:

|           |         |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch     | \$ 8.00 |
| Dinner    | \$18.00 |

(c) Any employee who regularly travels on State business and is required to make long-distance telephone calls from non-state facilities shall be provided with a credit card number for charging business calls to his/her agency.

**Section Twelve. Lottery Incentive Compensation.** The State shall continue its existing practice of providing, at its discretion, entrepreneurial incentives to designated State Lottery employees.

The following provision shall apply to those Lottery employees who elected to switch from the standard compensation plan to the incentive pay plan prior to January 1, 1997. After the Connecticut Lottery Corporation announces its revised incentive plan, these employees will have a thirty-day period to elect to return to the standard compensation plan (i.e. ten step plan). This shall be a one-time opportunity and the employees who choose the standard plan will not be allowed to change to the incentive pay plan in the

future except with the permission of the CLC. During the thirty-day period, the State and the Union will meet to discuss the proper step placement on the standard plan for any employees who decide to change to the standard compensation plan.

**Section Thirteen. On-call/Standby Pay.** For those employees who are, by managerial direction, obligated to (1) be available for service, (2) standby for a call, or (3) carry a response device to provide immediate response or coverage, the sum of two dollars (\$2.00) per hour shall be paid for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed two hundred dollars (\$200.00) per employee per week.

## **ARTICLE 27**

### **GROUP HEALTH INSURANCE**

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

## **ARTICLE 27A**

### **RETIREMENT**

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

## **ARTICLE 28**

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

**Section One.** Health insurance coverage for disabilities resulting from or contributed to by pregnancy shall be available consistent with the requirements of applicable law.

**Section Two.** Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth, or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of absence to the extent provided by existing statutes and regulations, as they may be amended.

**Section Three.** Up to three (3) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption or taking custody of child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

**Section Four. Parental and Family Leave.** Conn. Gen. Stat. § 5-248a is eliminated and replaced by Conn. Gen. Stat. § 31-51kk, et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). Eligible employees under the FMLA and/or § 31-51kk may use sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care.

Permanent employees have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four (4) months beyond the expiration of any leave otherwise due under this section or under the FMLA. As is current practice, employees may extend personal medical leave for up to twenty-four (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.

Use of sick leave under this provision shall not be deemed an incident or occurrence under an absence control policy.

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

Holidays which occur during the period covered by the leave provisions of CGS Sec. 31-51kk shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.



## **ARTICLE 29**

### **HOLIDAYS**

**Section One.** For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. If a holiday falls on Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.

For employees at the Department of Motor Vehicles branch offices, DMV shall continue the existing practices regarding work schedules in the weeks when the above listed holidays fall on a Monday or Thursday.

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

**Section Three. Premium Holidays.** (a) Premium holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Effective upon contract implementation, in continuous operations, New Year's Day, Independence Day and Christmas shall be celebrated on January 1, July 4 and December 25 respectively, even if these holidays fall on Saturday or Sunday.

(b) An employee who is required to work on a premium holiday shall be paid at the rate of time and one-half for all hours actually worked on the premium holiday. In addition, the employee shall receive either: a compensatory day off OR his/her regular daily rate of pay in lieu of the compensatory day. In deciding whether to grant the compensatory day or pay the employee, the Employer shall take into account the desires of the employee.

(c) For purposes of this Article, premium pay shall be made for those shifts where the majority of hours fall on the premium holiday. In no event will a facility be required to make payment for more than a twenty-four (24) hour period.

**Section Four. Non-Premium Holidays.** (a) Non-premium holidays are those not designated as premium holidays.

(b) A full-time employee who is required to work on a non-premium holiday as part of his/her regular schedule shall receive his/her regular pay for the day worked and shall receive a compensatory day off in lieu of the holiday. In such event, the Employer may pay the employee his/her regular daily rate of pay in lieu of the compensatory day. In making the determination, the Employer shall take into account the desires of the employee.

(c) At higher educational institutions or other agencies that designate a nonpremium holiday as a regularly scheduled workday, employees would be required to work on said day and would receive a compensatory day off in lieu thereof. The agency may designate another workday as the compensatory day off provided that the day is common for all affected bargaining unit employees and that the Union and the agency agree on the common date.

**Section Five. Overtime - Call-in on a Holiday.** (a) Each full-time permanent 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 required to work on a holiday, he/she shall receive overtime pay at the applicable rate for the hours worked on the holiday, in addition to the regular holiday pay for the day.

(b) Each full-time permanent employee whose job requires him/her to work on a holiday and who is called in or required 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.

(c) When a full-time employee is pre-scheduled to work a portion of his/her regular schedule on a holiday, the employee shall receive the day of holiday pay and shall receive compensatory time or overtime pay at the applicable rate for the hours worked on the holiday. In deciding whether to grant compensatory time or pay to the employee, the Employer shall take into account the desires of the employee.

**Section Six. Part-Time Employees.** (a) A part-time employee shall receive holiday pay when a holiday falls on his/her regular workday and he/she shall be paid for the hours normally scheduled on that day, up to a maximum of eight (8) hours.

For part-time employees in the Department of Motor Vehicles, the eligibility for holiday pay shall be based upon the workday and/or portion of the workday that is designated by the DMV as the celebrated holiday for the full-time employees.

A part-time employee who is normally scheduled to work certain days of the week shall not have his/her scheduled workdays changed during weeks containing holidays in order to avoid the payment of holiday pay.

(b) A part-time employee required to work on a holiday shall receive compensatory time for the hours worked on the holiday, in addition to any holiday pay to which he/she may be entitled.

### **ARTICLE 30** **VACATIONS AND PERSONAL LEAVE**

**Section One.** Seniority as defined in Article 13, Section Seven, including war service as provided in Article 13, shall be used to determine years of service for vacation accrual eligibility.

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

zero to five (0-5) years, one (1) day per month;

over five (5) and under twenty (20) years, one and one-quarter (1-1/4) days per month;

over twenty (20) years, one and two thirds (1-2/3) days per month.

**Section Three.** (a) Each employee shall accrue vacation for each completed calendar month of continuous service, provided that:

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

(2) an eligible employee on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance leave records. For such employees, the accrual rate will be based on the number of calendar years of service;

(3) vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days;

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

(b) An employee shall be eligible to use accrued vacation upon completion of six (6) calendar months of continuous service, subject to the approval of his/her appointing authority.

(c) A holiday or a day granted by statute in lieu thereof occurring during the vacation of an employee shall be recorded as a holiday, and not as a day of vacation. When a full day off is granted by act of the Governor, an employee on vacation shall not have the day charged as vacation.

(d) Any employee who has completed six (6) months of continuous service and who leaves State service shall receive a lump sum payment for accrued vacation.

(e) Employees are encouraged to use vacation credits in full days but may use them in fifteen (15) minute increments.

(f) Non-essential employees on vacation for less than a week shall not be charged a vacation day if the State is closed during the employee's normal work shift. Non-essential employees scheduled out of the office on leave for a week shall be charged for such leave if the State is closed during such time.

**Section Four.** No employee will carry over more than ten (10) days of vacation leave to the next year, provided however, that in exceptional circumstances agency permission may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty

(120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be sixty (60) days.

**Section Five.** In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted based upon seniority as defined in Article 13.

Once vacation schedules are posted, or a vacation is approved, there will be no bumping on the basis of seniority. The Employer will not change scheduled vacations except in the case of emergency.

**Section Six. Advance Vacation Pay.** Upon written request to the agency, no later than four (4) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advance shall be for the period of not less than one (1) pay week.

**Section Seven.** In addition to annual vacation, each full-time permanent employee who has completed six (6) months of continuous service shall have three (3) days of personal leave of absence with pay in each calendar year. Personal leave days not taken in a calendar year shall not be accumulated.

Each part-time employee who has completed six (6) months of continuous service shall receive pro rata personal leave, based on the ratio of the employee's work schedule to forty (40) hours.

The employee shall request personal leave time as much in advance as possible.

## **ARTICLE 31 SICK LEAVE**

**Section One.** Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

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

(2) an eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;

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

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

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

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

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

(b) in the event of death in the immediate family when as much as three (3) working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

(c) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than ten (10) days of sick leave per calendar year shall be granted therefore; and the definition of immediate family for this subsection only shall include grandparents;

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

**Section Four.** (a) It is recognized that abuse and/or excessive use of sick leave benefits places a hardship on the Employer and employees alike, and that this is a matter of mutual concern to the State and the Union.

(b) In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Employer shall consider, the following factors:

- (1) number of days taken, and number of occasions
- (2) pattern of usage
- (3) the employee's past record
- (4) the reasons for sick leave use
- (5) extenuating circumstances

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

(1) the employee provides a medical certificate and statement from the physician that the treatment program is required and indicating the expected number of visits

(2) advance notice of the appointments is given to the employee's supervisor.

Sick leave taken in the event of death in the immediate family shall not be considered an occasion of sick leave.

Family sick leave up to ten (10) days shall not be considered an occasion.

An occasion of absence shall not in and of itself carry any stigma or subject the employee to disciplinary action.

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified in (b) above. The number of sick occasions will not be listed on a service rating unless it is a “less than good” rating.

**Section Five. Medical Certificate.** An acceptable medical certificate, on the prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required of an employee by his/her appointing authority to substantiate a request for sick leave for the following reasons:

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

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

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

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

The Employer may provide a physician to make a further examination.

**Section Six. Advance and Extended Sick Leave.** (a) No sick leave in excess of the leave accumulated to the employee’s credit may be granted by the appointing authority unless approved by the Commissioner of Administrative Services or designee. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave, the appointing authority shall submit the following facts for the consideration of the Commissioner or designee:

(1) the length of State service of the employee

(2) the classification of the employee

(3) the sick leave record of the employee for the current and for the four preceding calendar years



(4) a medical certificate which shall be on the prescribed form, and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

(b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his/her credit for sick leave, personal leave, earned lieu time and vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five (5) years of full-time work service. If approved, such extension shall be on the basis of one (1) day at full pay for each completed year of full-time work service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

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

(d) An employee who has at least (20) years of State service and who has exhausted his/her sick leave and his/her advance of sick leave may be granted extended sick leave with half pay for thirty (30) days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services or designee. Any such extended sick leave shall be repaid by the same method used for the repayment of advanced sick leave (i.e. one-half of the employee's monthly accrual), commencing as soon as the advanced sick leave has been repaid.

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

(b) A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. Non-essential employees out sick shall not be charged a sick day or personal day if the State is closed or the Governor has ordered nonessential State employees not to report to work during the employee's normal work shift.

(c) An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis from a reemployment list within three years.

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

**Section Eight.** All agency rules and policies on sick leave for employees of this bargaining unit shall be consistent with this Article.

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

Upon retirement of an employee under Chapter 66, Connecticut General Statutes, the Employer shall pay to the employee one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

**Section Ten. Donation of Vacation Leave.** This is to confirm the parties' understanding reached in negotiations that from time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a fellow bargaining unit member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off. Such donation may occur between different employing agencies. No employee may donate more than ten (10) days of sick leave in a calendar year.

Said benefit shall be subject to review and approval by the Undersecretary for the Office of Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Undersecretary. As provided in those guidelines, the donation shall be made only in minimum units of one day (or the equivalent hours), which shall be the length of the standard workday (e.g. 8 hours).

## **ARTICLE 32**

### **SAFETY AND HEALTH**

**Section One.** The Employer shall provide a workplace free from unsafe or unhealthy conditions. The Employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

There shall be an ongoing cleaning program at all facilities. There shall also be programs of pest control as needed and in accordance with guidelines issued by the Commissioner of Public Health.

**Section Two.** Employees shall perform their duties in a safe manner and shall comply with the Employer's safety rules and accident prevention measures. Unsafe conditions or actions shall be reported to the Employer promptly.

**Section Three.** No employee shall be required to perform work under unsafe or unhealthy conditions; provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's physical well-being.

**Section Four.** When mechanical failures result in temperature extremes, the Employer will make reasonable efforts to accommodate affected employees, which may involve reassigning employees to other work locations, adjusting work assignments or other measures.

Employees with physical limitations requiring special consideration under extreme temperature conditions must notify appropriate supervisory personnel with appropriate documentation so that information will be available in deciding work assignments.

**ARTICLE 33**  
**INDEMNIFICATION**

**Section One.** The State shall continue to indemnify an employee for damage or injury, not wanton or willful, caused in the performance of his/her duties and within the scope of his/her employment as provided by Section 5-141d., Connecticut General Statutes.

**Section Two.** The State shall provide counsel to an employee who is sued for malpractice, provided that the employee was acting within the scope of his/her employment and was not acting in a willful or wanton manner.

Disputes over the State's obligations to provide counsel under this Section shall be subject to expedited arbitration. In deciding questions of whether an employee was acting within the scope of his/her employment or in a willful or wanton manner, the arbitrator shall give due weight to the remedial purpose of the indemnification statutes.

**ARTICLE 34**  
**TRANSFERS**

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

(a) Permanent and temporary transfers within an agency may be made with the approval of the Commissioner of Administrative Services either by the appointing authority for the good of the service or by request of the employee with the approval of the appointing authority. Such transfers shall be made with the consent of the affected employee(s) or in accordance with Section Five.

(b) Permanent transfer of any employee from one organizational unit to another in the same agency may be made if the position to which transfer is made shall be in the same classification.

(c) Temporary transfer of an employee to a position in the same or in a comparable class within an agency for a period not to exceed six (6) months at any one time may be made in order to effect economy or utilize service to meet emergency conditions not warranting the hiring of new employees or obtaining employees from other State agencies.

(d) Permanent and temporary transfers within an agency shall be reported by the appointing authority to the Commissioner of Administrative Services at the time they are affected and in the manner prescribed by him or her.

(e) Applicants who wish to be interviewed for a vacancy as a lateral transfer and who timely submit an application shall be granted an interview for such position. However, an agency shall not be required to interview more than four (4) lateral transfer applicants for each vacancy. Seniority amongst lateral transfer applicants will be used to determine an agency's interview obligations when it receives more than four (4) lateral transfer applications for a vacancy.

**Section Two. Transfers to Another Agency.** Subject to the requirement that no permanent transfer of an employee shall be made until an employee laid-off from the same classification and eligible for re-hire and qualified for the position involved has been offered re-employment:

(a) Permanent transfer of an employee from one agency to another may be made provided the position to which transfer is made shall be in the same classification.

(b) The transfer request may be made by either the appointing authority or the Commissioner of Administrative Services in the interest of better utilization of services or in order to avoid the necessity of layoff. Such transfer must have the approval of both appointing authorities and of the Commissioner of Administrative Services. Transfers to avoid the necessity of layoff shall be made in accordance with Article 14 of this Agreement. Other interagency transfers shall be made with the consent of the affected employee(s) or in accordance with Section 5.

(c) The transfer request may be made by the employee for his/her personal advantage.

(d) Temporary transfer of employees from one agency to another for a period not to exceed six (6) months may be made under the following conditions:

(1) The appointing authority anticipating the need of additional help to meet emergency or seasonal conditions not warranting the hiring of new employees shall notify the Commissioner of Administrative Services, not less than fifteen (15)

days in advance, of the number of employees needed in each classification, and the probable duration of the need for their services.

(2) The Commissioner of Administrative Services shall requisition, on an equitable basis, sufficient employees from each appointing authority employing persons in the desired classifications and shall furnish the names of available employees to the agency concerned. Any appointing authority unable to comply with the Commissioner's requisition shall furnish a written explanation of his/her inability to do so.

(3) A temporary transferee from one agency to another shall be considered for all purposes as an employee of the agency from which he/she was loaned except for the purpose of immediate supervision.

(e) Applicants who wish to be interviewed for a vacancy as a lateral transfer and who timely submit an application shall be granted an interview for such position. However, an agency shall not be required to interview more than four (4) lateral transfer applicants for each vacancy. Seniority amongst lateral transfer applicants will be used to determine an agency's interview obligations when it receives more than four (4) lateral transfer applications for a vacancy.

(1) An agency who hires a transferee from a different agency shall have six (6) weeks to evaluate the transferee, and may elect to return the employee to the agency from which he/she transferred. This election shall be without documentary comment by the agency, and the permanent records will be limited to a notation that the employee was "returned by agreement."

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

(3) The returning employee will remain in the agency to which he/she transferred until the original agency has approval from the Office of Policy and Management to refill the position. The original agency will process the appropriate paperwork immediately. In no event shall such potential delay affect the

employee's right to return to a position in the original agency or the agency's right to return the employee. The actual transfer date shall always be effective the first day of a payroll period.

**Section Three.** An employee who wishes to transfer to another agency shall make application directly to that agency. The agency shall maintain an application for one (1) year and when a vacancy occurs, shall consider applicants in appropriate classifications. The practice of maintaining centralized transfer lists shall be discontinued.

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

An employee who has only partially completed a working test period in his/her former position and transfers to another agency shall serve the balance or at least six (6) calendar weeks in the agency to which transferred.

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

**Section Four. Leave Accruals and Salary Upon Transfer.** Any employee transferred shall carry over all unused sick leave, personal leave, earned lieu time and vacation accruals to his/her credit, and the time spent in his/her former position shall be counted towards the completion of time requirements for the purpose of salary increases.

**Rate of Pay.** An employee transferred to a position in the same salary group shall continue to receive when transferred his/her existing rate of pay.

When an employee, at his/her own request, accepts a transfer to a position in a lower salary range, he/she shall be paid at that lower rate of pay which he/she would have arrived at had he/she been serving in the lower instead of in the higher position.

**Section Five.** Each agency shall establish and maintain a transfer list for employees who have permanent status in their classification and who are seeking transfer to a different work location (i.e. different facility or campus) in the agency. When a vacancy occurs, the agency will review the applications of the employees seeking transfer to a particular location prior to filling the vacancy with an outside hire.

The Union may file a grievance up to Step III of the grievance procedure concerning a pattern of failing to consider transfer candidates.

**Section Six.** Involuntary transfers shall be governed by the following:

(a) Volunteers will be solicited before involuntary transfers are made.

(b) The Employer shall not transfer an employee for disciplinary purposes.

(c) In choosing among employees in a job classification who meet the specific requirements of the position to which there will be a transfer, the Employer shall select the least senior employees.

(d) If all employees in a job classification will be transferred and there is a choice of locations, preferences shall be granted on the basis of seniority.

(e) A minimum of two (2) weeks notice shall be given to the employee selected for transfer.

(f) An employee who has been involuntarily transferred shall have the right to return to the work location from which he/she was transferred if, at that location, the Employer is seeking to permanently fill a vacancy in the same classification the employee occupied, within one (1) year of the involuntary transfer. When such a vacancy occurs, the Employer shall give notice to the individual who must respond in writing within five (5) working days of receipt as to whether he/she wishes to return.



This Section shall not apply if a work unit is moved from one location to another or in emergency situations, provided that a representative of the Employer shall notify the Union of the anticipated move as soon as possible but no later than two (2) weeks prior to the move. Upon request, a representative of the Employer shall meet with the Union to discuss the move. If an employee's work unit relocates causing the employee's commuting distance to and from the new work location to exceed thirty (30) miles (round trip) beyond the employee's current mileage to and from work, the employee shall have the option to:

(1) be relocated and have his/her name placed on the reemployment list under Article 14, Section Six, but one waiver of a position in the same salary group within thirty (30) miles (round trip) of the employee's former mileage to and from work will result in removal from that list; or

(2) be laid off with reemployment rights under Article 14, Section Six, but no bumping rights.

**Section Seven.** Nothing in this Article shall prevent the Employer from reassigning an employee from one functional unit of a work location to another functional unit of that work location, on either a temporary or a permanent basis, provided that the Employer shall provide the employee with two (2) weeks written notice of a permanent reassignment and, upon the employee's request, meet to discuss the reassignment.

A "work location" shall be defined as a facility or campus of an agency.

A permanent reassignment is one which the Employer expects, at the time of reassignment, to exceed six (6) months.

Before filling a position left vacant by an employee who was permanently reassigned, management shall give due consideration to the employee's request to return to the original assignment. However, management's decision shall be final and not grievable or arbitrable.

**Section Eight. Dual Assignments.** The selection of an employee to be assigned to work at two work locations of an agency shall be made in accordance with Section Five. For employees who are assigned to multiple work locations, the employee's official work site shall be the work location at which the employee is assigned to work the majority of the work week.

Employees shall be eligible for mileage reimbursement for traveling between the two work locations during the work day and for the additional mileage for reporting to the secondary work location (i.e. mileage in excess of that necessary for reporting to the official work site.)

**Section Nine.** The Union and the Employer recognize that there are situations when a change in work surroundings of a particular employee is in the best interest of all parties. Where such situations are present, the Agency or the Union shall apprise the other. With the agreement of the Council 4 Representative and the Agency Human Resources official, the transfer will be permitted.

## **ARTICLE 35 EMPLOYEE PRODUCTIVITY**

**Section One.** Employees will continue to perform their duties and responsibilities to the best of their ability.

**Section Two.** Employees shall continue to treat members of the general public in a business-like and courteous manner and shall perform in such a manner as to improve and upgrade the public image of State service.

## **ARTICLE 36 LABOR MANAGEMENT COMMITTEES**

**Section One.** It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of both the State and the Union.

These subjects include, but are not limited to, the following: training, parking, flextime, career ladders, day care, workplace violence prevention and abuse and/or excessive use of sick leave.

**Section Two.** There shall be a Statewide Labor Management Committee consisting of not more than eight (8) members each from the State and the Union. This committee shall meet quarterly upon request. Agendas shall be exchanged at least one (1) week in advance.

**Section Three.** There shall be agency-wide Labor Management Committees consisting of not more than five (5) members each from the State and the Union. These committees shall meet to discuss items referred by the Statewide Labor Management Committee. These committees shall also discuss items of mutual concern. The committees shall meet upon request of either party for a reasonable number of meetings.

In addition a Labor Management Committee may by mutual agreement be formed at a region/district, institution or facility level to consider issues as outlined in this section. Such a committee shall consist of not more than three (3) members each from the State and Union.

**Section Four.** Employees shall be granted time off with pay for the purpose of going to, attending, and returning from Labor Management Committee meetings.

**Section Five.** Labor Management Committees shall not have the authority to negotiate additions to, subtractions from, or other modifications of this Agreement.

## **ARTICLE 37**

### **CIVIL LEAVE, JURY DUTY AND MILITARY LEAVE**

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

(b) If a court appearance (not jury duty) is required as part of the employee's assignment, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal workday, all time beyond the normal work day shall be paid in accordance with Article 17.

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

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

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 night or third shift, he/she shall be off on the shift immediately prior to jury duty.

If the jury duty is cancelled in advance or if the jury is not scheduled to report for certain days during a trial, the employee will report to work as scheduled.

If the employee is released from jury duty after serving less than the employee’s full workday, the employee shall return to work for the rest of the workday if at least 1/4 of the employee’s work day would be remaining after consideration of reasonable travel time to the work location. In such cases, the employee would have the option of contacting his/her supervisor and charging the remaining time to accrued leave, not including sick leave.

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

**Section Three. Military Leave.** The present military leave policy shall remain in force, except that paid leave for military call-ups shall be limited to emergencies.

**ARTICLE 38**  
**MISCELLANEOUS**

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

**Section Two.** Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to: (a) eligibility for meals or reimbursement therefor; (b) leave of absence.

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

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

**Section Three (b). Proper Facilities and Equipment.** The Employer reserves the right to determine what type and number of equipment will be used on the job, and to assign such equipment among its employees as it deems necessary.

The nature and operating conditions of such equipment shall be considered as a factor in evaluating the quantity or quality of work.

The Employer shall once a year reimburse hearing reporters for supplies, service, and cleaning for personally owned machines, up to a maximum of \$50.00 per year.

**Section Four. Blue Book.** References in this Agreement to “rules and regulations” refer to the “Blue Book”, Regulations of the Department of Administrative Services. Such references include also all applicable General Letters, Q-Items and State Personnel Regulations.

**Section Five. Hazardous Duty.** The Union, and not any individual employee, shall be granted upon request a hearing concerning a claim for hazardous or unpleasant duty pay differential. Said hearing shall be before a panel composed of one (1) personnel analyst and one (1) agency personnel administrator or officer, both of

whom shall be selected by the Undersecretary for the Office of Labor Relations, and one (1) designee of the Union. Disputes under this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section Six. State Examinations.** Time off with pay shall be allowed when an employee is scheduled for a job interview with any State agency, provided that advance notice is given to the employee's current supervisor.

**Section Seven. Damage to Personal Property.** The Employer will process as expeditiously as possible claims for the payment of the cost of replacement or repair of property or prosthesis of an employee when such items are lost or damaged in the line of duty without fault of the employee.

**Section Eight. Field Clerks.** Employees designated as field clerks shall, except in temporary or emergency situations, be assigned to a specific location. In temporary or emergency situations, when the employee is required to travel a distance greater than that from his/her home to the permanent duty station, the employee shall be reimbursed for the additional mileage, and the additional time spent in travel shall be considered time worked. The Employer may provide a State vehicle or transportation in lieu of mileage reimbursement.

**Section Nine. Staffing.** The Employer agrees that during the term of this Agreement, it shall notify the Union within a reasonable time period of its intent to downgrade, red-circle, reclassify or eliminate a bargaining unit position.

**Section Ten. Locked Wards.** If an employee is assigned to work in an open area of a locked ward and finds himself/herself working alone on the ward, the employee may leave the ward until another employee arrives, provided that the employee immediately notifies his/her supervisor of the situation. The Employer shall investigate locked ward work sites and endeavor, wherever possible, to provide enclosures or offices in order to provide necessary security.

**Section Eleven. Leave Time Accrual.** (a) The State reserves the right to maintain records of leave accrual and use on the basis of either days or hours.

(b) Employees are encouraged to use vacation credits in full days but may use them in fifteen (15) minute increments. In addition, employees shall be permitted to take time for medical or dental appointments in fifteen (15) minute increments.

(c) For those agencies which keep records of leave accrual and use on the basis of days, when use of leave time is permitted in hourly increments, conversion shall be based on one day equals eight hours.

(d) Use of leave time in hours shall not be used so as to routinely shorten the normal workday over a significant period of time.

**Section Twelve. Lateness Due to Inclement Weather or Hazardous Driving Conditions.** When an employee is late for work due to inclement weather or hazardous driving conditions, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift.

In exceptional situations, up to 2 1/2 hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants. In assessing whether or not to excuse lateness in excess of an hour, consideration will be given to the time the employee arrives at work when compared to other employees traveling to work under similar circumstances.

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

This Section shall not apply if the employee fails to report to work. This Section shall also not apply if the employee is approved to telework.

**Section Thirteen. Summer Outing and Holiday Outing.** If an agency or the Union sponsors a summer outing and/or holiday outing, employees shall be released for up to one-half day to attend one summer outing and/or holiday outing. In no case shall employees be released for more than the time of the event and employees who do not attend shall not be entitled to compensatory time. Employees shall continue to cooperate in providing office

coverage during such events, and responsibility for such coverage shall be equitably distributed.

**Section Fourteen. Meals and Housing.**

(a) **Meals.** The rates charged to employees for meals shall be as follows:

|           |         |
|-----------|---------|
| Breakfast | \$ 3.00 |
| Lunch     | \$ 5.00 |
| Dinner    | \$ 5.00 |

The State expressly reserves the right to provide or not to provide meals to any employee who is not in “loco parentis” status and to terminate such services with sixty (60) days notice.

**Section Fifteen. Past Practices.** Any change in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of:

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

(b) the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 15 (Grievance Procedure).

**ARTICLE 39  
SAVINGS CLAUSE**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Upon issuance of such a decision, the Employer and the Union shall immediately negotiate a substitute for the invalidated provision.

**ARTICLE 40  
LEGISLATIVE ACTION**

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 Section 5-278, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278.

**ARTICLE 41**  
**SUPERSEDEENCE**

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

**ARTICLE 42**  
**DURATION**

This Agreement shall be effective July 1, 2021, and shall expire on June 30, 2025.

Unless otherwise stated to the contrary, changes to language provisions shall take effect upon legislative approval.

The provisions of CGS 5-270 et seq. and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2024.

**ARTICLE 43**  
**CONNECTICUT STATE POLICE DISPATCHERS**

**Section One. Overtime Equalization.**

In order to address overtime equalization among the DESPP Dispatchers and the sequence for offering and/or ordering overtime work and to follow the principles described in Article 17, Section Nine (b), the State and the Union agree as follows:

1. The DESPP Dispatchers will be allowed to indicate their availability and willingness to work overtime on their regularly scheduled off-days. The Department will

determine whether to use a card system, a sign-up book, or some other method for employees to record their willingness.

2. When operational factors, as determined by the Agency, require the need for dispatcher OT on a particular shift, it shall first be offered to dispatchers from the earliest to the latest date and time of his/her last overtime offer who signed up for that day.
3. The dispatcher's response (or lack of response) shall be recorded as "accepted," "refused", or "no contact" with the date and time of the overtime offer and for the shift being filled. "Accepted", "refused", or "no contact" shall be considered a shift offered and shall be considered as the dispatcher's last overtime offer date and time for dispatchers who have signed up for that day.
4. If there are no or insufficient volunteers signed up for the day, the Department shall offer the overtime work as a "double" shift for dispatchers that are already working on the day of the overtime, this includes the shifts immediately preceding and following the open shift that is being filled. In making the double shift offers, the Department will make the offers in order from the dispatcher with the earliest date and time to the dispatcher with the latest date and time of last overtime offer. A "refusal" or "no contact" to work a double shall not be considered as an offer against the dispatcher's last date and time for future overtime opportunities.
5. After double offers have been exhausted, half-shift increments in order to find willing volunteer dispatchers from the prior and subsequent shifts shall be offered. In making half-shift offers, the Department will make the offers in order from the dispatcher with the earliest date and time to the dispatcher with the latest date and time of

last overtime offer among the dispatchers working on the particular shifts, but it will not be considered as the date of last overtime offer for future opportunities.

6. If there are insufficient volunteers from the Troop/Unit trying to fill the opening, then volunteers that have submitted an interest to work at that location shall be offered the overtime following the same filling procedure outlined in Sections 2 and 3 of this policy.
7. If no internal or external dispatchers volunteer for the overtime, Troopers may be offered the overtime based on the operational needs of the troop/unit and their current overtime filling procedures.
8. If there are still insufficient volunteer workers for the particular overtime shift, the Department may assign the shift as mandatory overtime to a dispatcher that is not scheduled (scheduled includes previously assigned overtime shifts) to work on that day according to the rotational involuntary overtime list. The list will be in seniority order (starting with the least senior) and the involuntary overtime will be assigned on a rotational basis to the eligible employee with the earliest date and time of last ordered overtime (including both ordered-in and held-over overtime).
9. If there are still insufficient workers for the particular overtime shift or if there is short notice of an absence and/or an emergency, the Department may impose a mandatory overtime assignment upon a dispatcher(s) who is at work on the shift prior to the vacant shift. Among the employees at work, the involuntary assignment will be according to the involuntary overtime list, except that no employee will be ordered to work involuntary overtime for more than 18.5 consecutive hours unless there is an emergency situation.

10. When there is a need to impose mandatory overtime assignments, the Department may consider seeking a volunteer from the subsequent shift to work the second half of the shift so that the mandated dispatcher can be released. The Department may also consider mandating a dispatcher from the subsequent shift to work a half-shift rather than mandating one dispatcher to work a full shift, if possible.
11. The Department reserves the right to take other measures necessary to provide coverage.
12. Availability must be submitted by the 15<sup>th</sup> of the current month to be considered for overtime the following month. Failure to submit by this date may result in a missed overtime opportunity.
13. In the event a shift is swapped, the shift vacated becomes a day off and the shift swapped to becomes a scheduled work day. Thus, the dispatchers' overtime availability can be adjusted upon request of the employee.
14. A reasonable amount of time should be given between calls to allow sufficient time for the employee to call back for voluntary overtime. The amount of time may vary depending on the situation.
15. It is understood that the utilization of a sign-up system cannot ensure equalization among all employees due to employees being able to choose the days they want to work overtime.
16. As specified in Article 17, there shall be no payment of overtime for hours not worked.

## **Section Two. Supervisory Guidelines for Approval of Dispatcher Swap Requests.**

1. NP-3 Dispatchers shall be allowed to swap scheduled shifts with other NP-3 Dispatchers at the same worksite.
2. Swaps will not be approved for any employee in a working test period.
3. The SWAP Request Form shall be utilized by staff requesting to swap. The Department may revise the Swap Request Form. Staff requests for swaps must be submitted to the designated facility Master Sergeant/Sergeant at least forty-eight (48) hours prior to the first shift of requested swap.
4. Swaps shall be limited to four (4) 9.25/9.0-hour swaps in the same pay period. The Master Sergeant/Sergeant shall review and either approve or deny the swap request.
5. All hours worked within the associated swap will be paid at straight time.
6. The swap form must indicate an agreed upon payback date that is within the same pay period as the initial swap. The payback date must be on a day on which the other employee is scheduled to be on duty. Open-ended swaps and three (3) way swaps shall not be allowed.
7. If the performance of a swap results in an employee working two consecutive shifts, the hours of the later shift will be extended by the amount of the shift overlap period and the employee will work those additional hours or use his/her accrued leave because swapping cannot result in the Agency compensating two employees while only one is working.
8. Employees actually working for another employee while on a swap shall retain his or her own seniority in the event of involuntary overtime (holdover) being necessary.

9. No employee shall work more than 18.5 consecutive hours including swaps, except in an emergency situation.
10. A staff member working a swap shall be eligible for overtime (unless they have worked 18.5 or more hours in the past 24 hours).
11. It is strictly prohibited for any Department of Emergency Services and Public Protection employee to reimburse or compensate another employee monetarily for an agreement to swap days. Any evidence of violation of this prohibition shall be forwarded to the Unit Head for purposes of initiating an investigation. Violation of this prohibited act will result in immediate permanent removal from swapping privileges and possible disciplinary action.
12. Swapping is a privilege extended to employees. The Department of Emergency Services and Public Protection maintains the right to deny swap requests and privileges on a case-by-case basis. The Agency may alter or adjust guidelines concerning swapping privileges consistent with Article 6. The Agency will not discontinue the Swap Policy without discussion with the Union during a Labor/Management meeting.
13. Violations of swap procedures will result in the offender involved having the swap privileges suspended as follows:
  - 1<sup>st</sup> Offense - 30 days suspension of swap privileges
  - 2<sup>nd</sup> offense - 60 days suspension of swap privileges
  - 3<sup>rd</sup> Offense - 100 days suspension of swap privileges

Violation of #11 outlined above results in a permanent suspension of swap privileges. Any violation of the sick leave policy will result in the suspension of swap privileges. Failure to complete a swap without good cause shall result in a permanent suspension of swap privileges, subject to review only up to the level of the Labor

Relations Unit of the Department of Emergency Services and Public Protection. Violations may also result in disciplinary action up to and including suspension or dismissal.

14. Copies of approved/denied SWAP Request Slips shall be distributed as follows:

- Original to first employee
- Copy to second employee
- Copy to M/Sgt/Sgt

15. Each dispatch location shall maintain a log of all approved and denied swap requests.

### **Section Three. Lunch Schedule.**

The current State Police Dispatchers' work schedule shall include a twenty (20) minute paid lunch.

### **Section Four. Personal Leave.**

Public Safety Dispatchers who work an extended workday shall be entitled to earn and use personal leave time on the basis of their work day. In the event a Public Safety Dispatcher charges a partial workday to Personal Leave, the hours used shall be calculated as a percentage of the scheduled work day on which such leave was taken.

### **Section Five. Vacancies and Transfers for State Police Lead Dispatchers and State Police Dispatchers.**

In lieu of establishing and maintaining a transfer list for permanent dispatchers, vacancies will be handled in accordance with the current practice of allowing permanent dispatchers at the work location of the vacancy to bid by seniority for the vacant shift. Any resulting vacant shift shall be posted via teletype for not less than one week and any permanent dispatcher at any CSP work location may bid by seniority. Any resulting vacancies shall be handled in this manner (intra-location bidding for shift followed by inter-location posting for resulting vacancy) until such time as either no eligible dispatchers bid for a vacancy or the vacancy has been posted for inter-agency bidding a maximum of three (3) times, after which DESPP may post the position to the general public. Based on operational needs of the

agency, inter-location transfer might not be effectuated until such time as the final vacancy is filled with a new hire and the new hire has completed training and been assigned to a work location.

Other opportunities for transfer will be posted via teletype and will be filled by seniority.

For the purpose of the above (filling vacancies and transfer opportunities), in addition to seniority, the following will also be taken into consideration: any imposed or pending discipline within the prior twenty-four (24) months, the last two (2) annual service ratings and attendance records for the prior twenty (24) months. An employee must hold permanent status in his/her classification for at least one (1) year and not be in a working test period or trainee classification, in order to apply for either a vacancy or transfer opportunity.

For the purpose of this section (Article 43, Section 5) only, seniority shall be defined as an employee's length of continuous service within the agency (DESPP). An employee's seniority shall not accrue during any period of unpaid leave. In the case of a tie in seniority, DESPP shall notify the Union, and within twenty-four (24) hours of said notification, (unless the parties mutually agree to an extension), a Union representative and said employee shall meet with DESPP Labor Relations in order to draw name(s) out of a hat. If an employee requests to be present, they shall not delay the process and if they can't attend, the employee will let the Union Representative proceed without them. This is not subject to the grievance and arbitration procedure.

The Union and the Agency recognize there are situations when a change in work surroundings of a particular dispatcher is in the best interest of all parties. Where such situations are present, the Agency or Union shall apprise the other. With the agreement of the Council 4 Representative and the Agency Labor Relations official, the transfer will be permitted.



**Section Six.**

Effective upon legislative approval, the State Police Dispatchers shall receive the Unpleasant Duty Stipend per Article 26, Section 10.

**Section Seven.**

Effective upon legislative approval, the State Police Dispatchers who work an extended workday (9.0 or 9.25 hours) shall be entitled to accrue and use vacation leave, sick leave, and sick family leave on the basis of their workday. The same as it is for personal leave.

**MEMORANDUM OF UNDERSTANDING  
HIGHER EDUCATION**

If any Board of Trustees of any constituent unit of higher education elects to discuss the issue of a “space available” tuition waiver program for its NP-3 employees and there would be no cost impact and no general fund expense, the State Employer would not oppose such discussions or agreement. It is understood that the decision to enter into such discussion or to reach such agreement is within the sole discretion of the Board and will not be pursued in any other forum.

**APPENDIX A  
CLASS TITLES IN BARGAINING UNIT**

| <b>Class Title</b>                                   | <b>Salary<br/>Grade</b> |
|--|-------------------------|
| Administrative Assistant                             | CL 19                   |
| Associate Claims Examiner                            | CL 17                   |
| Associate Retirement Examiner                        | CL 19                   |
| Behavioral Resources Intervention Monitor            | CL 16                   |
| Cash Accounting Clerk                                | CL 12                   |
| Claims Examiner                                      | CL 16                   |
| Clerk  | CL 08                   |
| Clerk Typist   | CL 10                   |
| Collection Agent                                     | CL 15                   |
| Correctional Identification and Records Specialist 1 | CL 18                   |
| Correctional Identification and Records Specialist 2 | CL 19                   |
| Data Entry Operator 1                                | CL 11                   |

|   |       |
|---|-------|
| Data Entry Operator 2                                 | CL 13 |
| Data Entry Supervisor 1                               | CL 17 |
| Data Entry Supervisor 2                               | CL 20 |
| Data Processing Operations Support Specialist 1       | CL 13 |
| Data Processing Operations Support Specialist 1 (RC)  | CL 14 |
| Data Processing Operations Support Specialist 2       | CL 15 |
| Data Processing Operations Support Specialist 2 (RC)  | CL 17 |
| Data Processing Operations Support Specialist 3       | CL 18 |
| Database User Liaison                                 | CL 16 |
| Education Assistant                                   | CL 11 |
| Environmental Protection Dispatcher                   | CL 15 |
| Environmental Protection Lead Dispatcher              | CL 17 |
| Financial Clerk                                       | CL 12 |
| Fleet Operations Technician                           | CL 15 |
| Head Cash Accounting Clerk                            | CL 15 |
| Head Clerk  | CL 15 |
| Head Financial Clerk                                  | CL 15 |
| Head Medical Records Technician                       | CL 16 |
| Head Motor Vehicle Examiner                           | CL 18 |
| Hearing Office Coordinator                            | CL 21 |
| Hearing Reporter 1                                    | CL 17 |
| Hearing Reporter 2                                    | CL 19 |
| Hearing Reporter 2 (Workers' Compensation Commission) | CL 20 |
| Instructional Assistant                               | CL 16 |
| Interpreter Clerk                                     | CL 13 |
| Library Aide  | CL 06 |
| Lottery Inside Sales Representative                   | VR 99 |
| Lottery Sales Representative 1                        | CL 19 |
| Lottery Sales Representative 2                        | CL 22 |
| Medical Records Clerk                                 | CL 13 |
| Medical Records Specialist 1                          | CL 14 |
| Medical Records Specialist 2                          | CL 18 |
| Medical Records Technician 1                          | CL 12 |
| Medical Records Technician 2                          | CL 14 |
| Messenger and Supply Clerk                            | CL 07 |
| Motor Vehicle Branch Supervisor                       | CL 20 |
| Motor Vehicle Central Office Supervisor 1             | CL 19 |

|  |       |
|--|-------|
| Motor Vehicle Central Office Supervisor 2  | CL 22 |
| Motor Vehicle Examiner                     | CL 15 |
| Motor Vehicle Examiner Specialist          | CL 16 |
| Museum Assistant                           | CL 14 |
| Office Assistant                           | CL 13 |
| Office Automation Systems Specialist       | CL 19 |
| Office Supervisor                          | CL 22 |
| Payroll Clerk                              | CL 16 |
| Payroll Clerk (Three-Shift Operations)     | CL 17 |
| Payroll Examiner 1                         | CL 15 |
| Payroll Examiner 2                         | CL 17 |
| Pre-Professional Trainee                   | VR 99 |
| Processing Technician                      | CL 16 |
| Purchasing Assistant                       | CL 17 |
| Retirement Examiner (State Comptroller)    | CL 17 |
| Retirement Examiner (Teachers' Retirement) | CL 15 |
| Sales Clerk                                | CL 09 |
| Secretary 1                                | CL 14 |
| Secretary 2                                | CL 16 |
| Specialized Secretary (Medical)            | CL 15 |
| State Police Dispatch Coordinator          | CL 21 |
| State Police Dispatcher                    | CL 17 |
| State Police Dispatcher Trainee            | CL 14 |
| State Police Lead Dispatcher               | CL 19 |
| Telecommunications Dispatcher              | CL 15 |
| Telecommunications Operator                | CL 11 |
| Typist (Medical)                           | CL 12 |
| Unit Supervisor                            | CL 18 |
| University Helper                          | CL 04 |

**APPENDIX B**  
**LONGEVITY - SEMI-ANNUAL PAYMENT**  
**(JULY 1, 2021 THROUGH JUNE 30, 2025)**

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

**APPENDIX C1**  
**THE CONNECTICUT STATE COLLEGES AND UNIVERSITIES AND**  
**COUNCIL 4 OF THE AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES**

**LETTER OF AGREEMENT – *EDUCATIONAL OPPORTUNITIES AT CT***  
***STATE UNIVERSITIES***

In accordance with the Memorandum of Understanding first negotiated as part of 1994-1999 collective bargaining agreement between AFSCME Council 4 and the State of Connecticut, which remains incorporated and in full force and effect in the current collective bargaining agreement dated July 1, 2021, the Connecticut State Colleges and Universities (“CSCU”) on behalf of its constituent CT State Universities and Council 4 of the American Federation of State, County, and Municipal Employees, AFL-CIO (“Union”) hereby agree to the following:

1. A central value of the Connecticut State University System (CSCU) is the enhancement of educational opportunities and professional development for all persons, including employees of CSCU, whenever practicable. In order to facilitate the educational advancement for employees, the CSCU has taken advantage of the opportunity to negotiate a tuition waiver benefit for certain members of the Administrative Clerical bargaining unit.
2. To be eligible for a waiver, a member of the Administrative Clerical bargaining unit must meet the following criteria:
  - a. Be a permanent employee at a university within CSCU State University or in the System Office of CSCU;
  - b. Hold a position that requires at least twenty (20) hours of work per week;
  - c. Be actively employed and not on leave status at the time of the course;
  - d. Have an overall “Good” or better rating on the most recent service rating.

3. The waiver shall cover the cost of tuition exclusively. All attendant fee, including but not limited to application fee, program enrollment/registration fees, University General fee, State University fee, mandatory usage fees, lab fees, studio fees, student activity fee, and clinical program fees will NOT be waived. The waiver may be used exclusively on a space available basis for up to two credit courses totaling a maximum of eight (8) credits per regular academic semester. Tuition waivers shall not be applied to summer session or intersession course offerings and shall not apply to non-credit (credit-free) courses. Registration of a clerical staff member will not be considered when determining if a course shall be offered or canceled due to low enrollment.
4. Within the above parameters, a tuition waiver may be used for any on-ground, hybrid, or fully on-line credit course offered at any university with CSUS.
5. Space-available registration for eligible employees will be handled at the university where the course is to be taken in a manner similar to space-available registration for other employee groups with course privileges. The Union understands and agrees that, as these procedures may vary somewhat from university to university, each employee who desires to take advantage of the tuition waiver benefit is responsible to ascertain the space-available registration procedures that will apply at each university where the employee desires to take a course.
6. An employee who is eligible for more than one type of tuition waiver may use only one type of waiver benefit in a given semester. Moreover, an employee who benefits from a tuition waiver may not seek tuition reimbursement under the collective bargaining agreement for the same course(s) in the same semester.
7. A waiver may not be used for any course for which an employee has previously registered the same semester as a paying student. A waiver may not be used for any course that the employee had previously registered for and withdrawn or failed.
8. In no case will an employee be allowed to take a course or courses that conflict with his/her regularly scheduled workday.

9. Decisions relating to the administration of this program are within the discretion of the CSCU or designees and shall not be subject to the grievance procedures.
10. This Agreement is effective July 1, 2021, and sunset upon expiration of this Collective Bargaining Agreement (June 30, 2025).
11. This Agreement sets no precedent for future action. There is no obligation of either party to extend this agreement beyond the term noted in paragraph 10. Renewal and/or extension are subject to modification upon mutual agreement of the parties. Neither party will be obligated to provide a reason for not extending this agreement. The failure of one party to agree to extend such agreement is not arbitrable.

## APPENDIX C2

### THE CONNECTICUT STATE COLLEGES AND UNIVERSITIES AND COUNCIL 4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

#### LETTER OF AGREEMENT – *EDUCATIONAL OPPORTUNITIES AT CT COMMUNITY COLLEGES*

In accordance with the Memorandum of Understanding first negotiated as part of 1994-1999 collective bargaining agreement between AFSCME Council 4 and the State of Connecticut, which remains incorporated and in full force and effect in the current collective bargaining agreement dated July 1, 2021, the Connecticut State Colleges and Universities (“CSCU”) on behalf of its constituent CT Community Colleges and Council 4 of the American Federation of State, County, and Municipal Employees, AFL-CIO (“Union”) hereby agree to the following:

1. A central value of the Connecticut Community Colleges is the enhancement of educational opportunities and professional development for all persons, including employees of CSCU, whenever practicable. In order to facilitate the educational advancement for employees, the CSCU has taken advantage of the opportunity to negotiate a tuition waiver benefit for certain members of the Administrative Clerical bargaining unit.
2. To be eligible for a waiver, a member of the Administrative Clerical bargaining unit must meet the following criteria:
  - a. Be a permanent employee at a college in the Connecticut Community College System or in the System Office of CSCU;
  - b. Hold a position that requires at least twenty (20) hours of work per week;
  - c. Be actively employed and not on leave status at the time of the course;
  - d. Have an overall “Good” or better rating on the most recent service rating.



3. The waiver shall cover the cost of tuition and certain fees (application fees, program enrollment fees, college service fees and student activity fees) for up to two credit courses totaling a maximum of eight (8) credits per regular academic semester (Fall and Spring). The waiver will also apply to fees charged in lieu of tuition for extension credit courses offered during the Fall and Spring semesters. Mandatory usage fees (lab fees, studio fees, clinical program fees) will not be waived. Tuition waivers shall not be available for summer session or inter-session course offerings and shall not apply to non-credit (credit free) courses. The waiver may be used on a space available basis only.
4. Within the above parameters, a tuition waiver may be used for any on-ground, hybrid, or fully on-line credit course offered at any community college in the System.
5. Space-available registration for eligible employees will be handled at the college where the course is to be taken in a manner similar to space-available registrations for Connecticut residents who are age 62 or older. The Union understands and agrees that, as these procedures may vary somewhat from college to college, each employee who desires to take advantage of the tuition waiver benefit is responsible to ascertain the space-available registration procedures that will apply at each college where the employee desires to take a course.
6. An employee who is eligible for more than one type of tuition waiver may use only one type of waiver benefit in a given semester. Moreover, an employee who benefits from a tuition waiver may not seek tuition reimbursement under the collective bargaining agreement for the same course(s) in the same semester.
7. A waiver may not be used for any course for which an employee has previously registered during the same semester as a paying student.

8. Where an employee desires to take a course or courses that conflict with his/her regularly scheduled work hours, he/she shall request a schedule adjustment in accordance with Article 17, Section Five of the collective bargaining agreement. Schedule adjustments are subject to approval of the appointing authority or his/her designee. When a course or courses are taken during an employee's regularly scheduled work hours, the time must be made up or charged to accrued vacation leave.
9. Decisions relating to the administration of this program are within the discretion of the appointing authority or his/her designee and shall not be subject to the grievance procedures.
10. This Agreement is effective July 1, 2021, and sunset upon expiration of this Collective Bargaining Agreement (June 30, 2025).
11. This Agreement sets no precedent for future action. There is no obligation of either party to extend this agreement beyond the term noted in paragraph 10. Renewal and/or extension are subject to modification upon mutual agreement of the parties. Neither party will be obligated to provide a reason for not extending this agreement. The failure of one party to agree to extend such agreement is not arbitrable.

**APPENDIX D**  
**MEMORANDUM OF AGREEMENT BETWEEN THE**  
**UNIVERSITY OF CONNECTICUT STORRS (NOT INCLUDING**  
**UCONN HEALTH) AND THE AMERICAN FEDERATION OF**  
**STATE, COUNTY AND MUNICIPAL EMPLOYEES**

In Accordance with the memorandum of agreement negotiated as part of the 1994-1999 collective bargaining agreement, the parties agree to extend the employee tuition waiver program to be effective July 1, 2021 to June 30, 2025 with restrictions and opportunities as noted below:

1. The University will waive tuition fees, equivalent to tuition for undergraduate courses, taken by permanent bargaining unit members with good or better evaluations on file who are currently and actively employed at the University of Connecticut, including the regional campuses. The waiver will be prorated for part-timers that work 50% time or more, and is not available to those employees who work less than 50% time. This waiver will be available only on a space available basis and specifically excludes courses offered during intersession or summer school, laboratory classes, as well as all graduate courses. There is no waiver for any fees or charges (i.e. general university fee, infrastructure fee, etc.) beyond that identified as tuition or its equivalent.
2. Employees may only enroll on the first day of class for tuition-based courses and on the second day of class for those courses that charge a fee in lieu of tuition. Pre-registration will preclude the availability of the waiver. An employee is limited to a tuition waiver for a maximum of two classes per semester.
3. For the waiver to apply, the employee must either be a matriculated student or the course must be job-related in the judgment of the Department of Human Resources.

4. The employee must receive approval from the designated supervisor outside the bargaining unit if the course is given during the normal workday, and a temporary schedule adjustment shall be arranged and documented. The guiding principal in approving or disapproving a request to take a class during the workday is that there is to be neither productivity impact, nor increased cost, nor reduction in customer service.
5. While there is no ability to grieve denial of a waiver or a schedule change, Labor and Management will meet at the request of either party to evaluate utilization and discuss such problems as they may arise.
6. This program will terminate on June 30, 2025. It may be extended or modified after this period by direct negotiation of the parties to the agreement.

**APPENDIX E**  
**REGULATIONS FOR APPLICATION REJECTION**

The statutory provisions concerning application rejection appeals were modified effective July 1, 1996 in Public Act 96-168. As a result, the Department of Administrative Services will be revising the regulations governing application rejection and a copy of the revised regulations will be provided to the Union upon implementation. The new statutory provisions are as follows:

CGS Section 5-221a. Within ten days of the receipt by an applicant for employment or an employee in the classified service of a notice of rejection of his application for admission to an examination held for the purpose of establishing a candidate list for any purpose in the classified service, such applicant or employee may appeal such rejection in writing to the Commissioner of Administrative Services, providing supplementary information on qualifications as may be necessary, and may request a hearing to review such rejection. The commissioner shall appoint an independent human resource professional to render a final decision on the applicant's or employee's appeal within thirty days thereafter.

**APPENDIX F**  
**EXCERPTS FROM STATE/SCOPE AGREEMENT**

**Section Two - Maintenance Of The Pay Equity System.**

**A.** There shall be a joint-labor management committee by bargaining unit to discuss the creation of all new or changed jobs within the bargaining unit.

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

salary group that they were hired in and will move through the maximum of that salary group; future incumbents will be hired in at the appropriate salary group. If the points indicate that the salary group should move up, current incumbents shall be upgraded and the classification shall be placed in the higher salary group.

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

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

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

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

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

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

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

(i) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.

(ii) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation Committee for evaluation.

(b) P-5, NP-5, P-3A, P-3B and P-4 class re-evaluation contract language specified in their existing collective bargaining agreements shall govern if the OJE unit finds that the changes in job content/working conditions are not significant enough to affect evaluation points.

4. The results of an Master Evaluation Committee class re-evaluation hearing are considered to the final evaluation for that appeal.

## **F. Classification Audit System**

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

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

## **Section Three - Placement And Training Committee**

**A.** The parties reaffirm their commitment to maximize employment opportunities for State employees and to mitigate the impact of layoffs which may occur.

**B.** Except as modified below, the parties agree to continue the placement and training program as provided for in SEBAC 3.

1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.

2. The joint labor/management committee established under this Agreement to review the State's classification system shall make recommendations on the future role of the placement and training program.

3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.

4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.

5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

#### **Section Four - Equity**

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



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

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

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

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

#### **F. Shift, Weekend, or Overtime Differentials**

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

#### **G. Working Conditions**

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

#### **H. Red Circled Classes**

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be

evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

## **I. Recruitment and Retention**

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

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

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

## **J. Downgradings**

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

## **Section Five - Long Term Equity**

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

## **Section Six - Disputes And Arbitration**

### **A. Disputes Regarding General Provisions**

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

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

### **B. Unit Specific Disputes**

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

## **Section Seven - Duration**

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

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

**ADDENDUM**  
**CLERICAL 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 this agreement.

| <b>Salary Group</b> | <b>Point Range</b> |     |
|---------------------|--------------------|-----|
|                     | 0                  | 80  |
| 7                   | 81                 | 93  |
| 8                   | 94                 | 102 |
| 9                   | 103                | 111 |
| 10                  | 112                | 119 |
| 11                  | 120                | 128 |
| 12                  | 129                | 137 |
| 13                  | 138                | 148 |
| 14                  | 149                | 166 |
| 15                  | 167                | 179 |
| 16                  | 180                | 195 |
| 17                  | 196                | 207 |
| 18                  | 208                | 226 |
| 19                  | 227                | 243 |
| 20                  | 244                | 260 |
| 21                  | 261                | 274 |
| 22                  | 275                | 289 |
| 23                  | 290                | 309 |
| 24                  | 310                | 330 |
| 25                  | 331                | 353 |
| 26                  | 354                | 378 |

**SUPERSEDEDENCE APPENDIX**

**NP-3**

**(EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025)**

| <b>NEW PROVISION</b>                                       | <b>CONTRACT REFERENCE</b> | <b>STATUTE OR REGULATION AMENDED</b>  |
|--|---------------------------|---|
| Union Security and Payroll Deductions                      | Article 7                 | C.G.S. 5-260,<br>C.G.S. 5-280   |
| Union Rights   | Article 8                 | C.G.S. 5-238<br>Reg 5-238-1<br>through 5-238-5  |
| Tuition and Conference Funds                               | Article 11A and Appendix  | C.G.S. 4-87,<br>C.G.S. 4-89<br>C.G.S. 5-200(k)<br>C.G.S. 5-200(m)   |
| Working Test Period  | Article 12                | C.G.S. 5-230<br>Reg. 5-230-1  |
| Grievance Procedure  | Article 15                | C.G.S. 5-201, 5-202, 5-271(e)   |
| Reclassification Grievance                                 | Article 15 A              | C.G.S. 5-200b   |
| Hours of Work, Work Schedules and Overtime<br><br>Telework | Article 17                | C.G.S. 5-238,<br>C.G.S. 5-245<br>Regulation 5-238-1(a), 5-238-2 (a)(b)(c), 5-238-3, 5-238-4, 5-238-5<br>C.G.S. 5-248i |
| Temporary Service in a Higher Class                        | Article 18                | C.G.S. 5-209  |
| Compensation<br>General Wage Increases                     | Article 26                | C.G.S. 5-200(k)<br>C.G.S. 5-200(m)  |
| Compensation<br>Increments                                 | Article 26                | C.G.S. 5-200(k)<br>C.G.S. 5-200(m)  |
| Compensation<br>Lump Sum                                   | Article 26                | C.G.S. 5-200(k)<br>C.G.S. 5-200(m)  |
| Compensation<br>Special Lump Sum                           | Article 26                | C.G.S. 5-200(k)<br>C.G.S. 5-200(m)  |
| Longevity payments   | Article 26                | C.G.S 5-213   |

|   |                  |   |
|---|------------------|---|
|   |                  | Regulation 5-213-1  |
| Night Shift, Weekend, EMT, Working Condition, On-Call/Standby Differential  | Article 26       | C.G.S. 5-200(k)<br>C.G.S. 5-200(m)  |
| Vacation and Personal Leave   | Article 30       | C.G.S. 5-250<br>Regulation 5-250-1 through 5-250-7  |
| Sick Leave  | Article 31       | C.G.S. 5-247<br>Regulation 5-247-4  |
| Miscellaneous   | Article 38       | C.G.S. 5-250<br>Regulation 5-250-1 through 5-250-7  |
| Swaps<br><br>Unpleasant Duty Stipend<br><br>Vacation, Sick and family sick accruals   | Article 43       | C.G.S. 5-238,<br>C.G.S. 5-245, &<br>C.G.S. 5-246,<br>Reg. 5-238-1(a)<br>Reg. 5-238-2<br>(a), (b), (c) Reg.<br>5-238-3, Reg. 5-238-4, Reg. 5-238-5<br><br>C.G.S. 5-200(k)<br>C.G.S. 5-200(m)<br><br>C.G.S. 5-250<br>Regulation 5-250-1 through 5-250-7 |
| All funds, Stipends, fees, differentials and other economic items not otherwise TA'd shall remain at the rate in effect on June 30, 2021 for the life of the collective bargaining agreement. | Entire Agreement | C.G.S. 5-200(k)<br>C.G.S. 5-200(m)  |

**NOTE:** The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

## STATE BARGAINING COMMITTEE

Megan Krom, Chief Negotiator, Office of Labor Relations

Carla Martin, Labor Relations Specialist

|                 |   |
|-----------------|---|
| John Flannery   | Department of Children & Families                       |
| Diane Fowler    | Department of Motor Vehicles                            |
| Lori Kolakowski | Department of Correction                                |
| Maria LaRosa    | Department of Labor                                     |
| Richard Madden  | Department of Energy &<br>Environmental Protection      |
| Patti Maneggia  | Department of Mental Health &<br>Addiction Services     |
| Tashunda Monroe | Department of Transportation                            |
| Charlene Puska  | Department of Emergency Services &<br>Public Protection |
| Laura Striker   | Department of Emergency Services &<br>Public Protection |
| Melissa Samuels | Department of Developmental Services                    |
| Joshua Santos   | Department of Correction                                |
| Silvia Santos   | University of Connecticut,<br>Health Center             |
| Danielle Silvia | Department of Administrative Services                   |
| Michael Vasile  | Department of Social Services                           |
| Kristina Worley | Department of Public Health                             |

## UNION BARGAINING COMMITTEE

Roberta A. Price, Chief Negotiator, AFSCME

Heather Longo-Racicot, Service Representative

|                   |           |                                     |
|-------------------|-----------|-------------------------------------|
| Ruby Blackmon     | Local 196 | Central CT State Univ.              |
| Carmen LaSalle    | Local 196 | UCONN Health                        |
| Patricia Davis    | Local 318 | DOC, Central Office                 |
| Rosellen Phillips | Local 318 | DMHAS, CVH                          |
| Cassandra C. Lang | Local 478 | Southern CT State Univ.             |
| Merisa Williams   | Local 478 | Western CT State Univ.              |
| Timothy Walker    | Local 610 | DESPP, Troop E                      |
| Catherine Chester | Local 610 | CHRO, Eastern Region                |
| Mark Torres       | Local 704 | DOC, Parole &<br>Community Services |
| Andre Pope        | Local 704 | Dept. of Aging &<br>Disability      |



NP-3

PAY

PLANS

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