

TENTATIVE AGREEMENT

This Agreement is made by and between the State of Connecticut Division of Criminal Justice (the "Division") and Criminal Justice Employees, Local 749, Council 4, AFSCME, AFL-CIO (the "Union") in furtherance of the tentative agreement they have reached regarding the collective bargaining agreement that expired on June 30, 2016. The Division and the Union have tentatively agreed as follows subject to and contingent upon the ratification of the modifications of the SEBAC Agreement ("SEBAC framework") by both the Union and the Legislature:

1. The provisions of the 2011-2016 collective bargaining agreement shall continue in full force and effect to June 30, 2021 except as provided below.
2. The applicable provisions of the contract shall be modified to reflect the following, including but not limited to incorporation of the terms of the SEBAC framework as set forth below:

- **Article 3, Section 1.**

Neither party shall discriminate against any employee, except by reason of bona fide occupational qualifications, on the basis of race, color, religious creed, sex, sexual orientation, **gender identity or expression**, age, national origin, ancestry, marital or civil union status, learning disability, **intellectual disability**, past or present history of mental disability, genetic information, **military service**, veteran status, ~~mental retardation~~, or physical disability (including, but not limited to, blindness).

- **Article 8, Section 1.**

The Union will furnish the Employer with a complete list of stewards designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward or group of stewards **at least annually on or about January 1 of each calendar year**. The Union shall notify the Employer whenever there is a change in stewards ~~or their assignments~~ **as soon as possible as required**.

- **Article 8, Section 7(c).**

c. In each contract year, there shall be a bank of hours for use by the Union to conduct its business during that year. The bank shall consist of ~~two hundred twenty six (226)~~ **three hundred (300)** hours for each year, plus up to one hundred (100) unused hours carried over from the prior year **for the sole purpose and use in the event that the Union President is a Division employee**, to a maximum of ~~three hundred twenty six (326)~~ **four hundred (400)**

hours in any one year. Time used for the conventions specified in subsections a and b of this Section, processing or investigating grievances, labor-management meetings pursuant to Article 9 of this Agreement, contract negotiations or steward training shall not be charged to this bank of hours. The Union shall give written notice to the Chief State's Attorney or his designee, ordinarily fourteen (14) days in advance, specifying the dates of release, the names of employees to be released and their work locations, and permission by the Chief State's Attorney shall not be unreasonably withheld. Time off under this Section shall be granted in no less than half-day units only.

- **Article 8, Section 8.**

Orientation and Training. The Employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). **Effective upon the contract being available on the Division intranet, the Employer will no longer provide new employees with a hard copy of the contract; only an electronic copy will be provided.** The Division shall provide the Union with a list of new employees and their work locations within a reasonable period of time after they are hired. Each new employee shall be released from work for one hour immediately before or after his/her meal period without loss of pay or benefits to attend a union orientation meeting. The time and location of such meeting shall be determined by mutual agreement of the Union and the Employer.

- **Article 8, Section 10.**

Annual Meeting. The Division shall grant release time with pay for employees to attend an annual meeting of the Union subject to the following:

- a. It is understood that sufficient employees must remain on duty to provide coverage for offices and/or to complete required work on the day of the meeting.
- b. The Union shall provide to the Division a list of those attending the meeting.
- c. An employee who does not attend all or part of the meeting shall be expected to work or to take vacation or personal leave for all or that part of the day on which he/she does not attend the meeting.

- **Article 10, Section 2.**

Format, Filing and Communications. Grievances shall be filed in writing and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy of relief sought.

In the event a grievance is unclear or incomplete and not in compliance with this Section, the grievant shall be so informed and asked to provide additional information. If it remains unclear, the Employer shall make its best efforts to handle the grievance as he/she understands it.

A grievance may be expanded at or before its submission to Step II, but not after.

A steward may use Division photocopying machines to make copies of a grievance to be filed with a representative of the Division and may use a Division fax machine **or electronic mail** to transmit a grievance or arbitration filing if time constraints do not permit mailing. In all cases, Division business shall take priority in use of photocopying or fax machines. Management and Union officers, stewards or representatives shall continue to use such methods of communication as they have used in the past for scheduling and resolving grievances.

- **Article 10, Section 10.**

Arbitration.

- a. **Submission.** Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief State's Attorney or his/her designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Director of AFSCME.
- b. **Selection of Arbitrator.** Upon receipt of a submission to arbitration, the Chief State's Attorney or his/her designee and the Union shall confer regarding the selection of a mutually acceptable arbitrator. In the event that no agreement is reached within ten (10) calendar days, the Union shall file with the ~~American Arbitration Association~~ **American Dispute Resolution Center (ADRC).**

- c. Procedures. The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his appointment.
- d. Costs. The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no verbatim record of the proceedings shall be made. Costs of making a record shall be borne by the requesting party. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests a copy of the record, the costs of said record shall be shared equally.
- e. Attendance. The Employer shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.
- f. Arbitrability Claims. On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.
- g. Authority of Arbitrator. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the pertinent provision of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article 6 (Management Rights) as well as any other matter dealing with the administration of the Division shall be final and binding and shall not be subject to the grievance provisions of this Agreement.
- h. Arbitrator's Decision. The arbitrator shall render his decision in writing no later than ~~30~~ **sixty (60)** calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Conn. Gen. Stat. § 52-418 **through 52-420 and 52-423**, 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 arbitrable awards, including a decision by a court of competent jurisdiction that the arbitrator's award: (1) contravenes the public interest, or (2) is arbitrary or capricious.

As to the specific, express provisions of this Agreement, the parties have bargained for the arbitrator's construction. Absent any of the above grounds for overturning an award, the courts shall not substitute their interpretation for that of the arbitrator.

- **Article 11, Section 3.**

Employees promoted to a higher position shall serve a three (3) month probationary period in that position, subject to the pertinent provisions of Section 1 a. and b. of this Article. **In the case of an employee promoted to a higher position, an employee will be reviewed at least once prior to the conclusion of the three-month probationary period.** Upon receipt of written notification of unsatisfactory performance, the employee shall be offered a position similar to that from which he/she was promoted. Neither the offer nor the acceptance of such a position shall be deemed a demotion.

- **Article 12, Section 1.**

The annual service ratings shall be completed approximately ~~three (3) but no less than~~ two (2) months **and not less than one month** prior to the employee's annual increase date. **The employee shall be rated on a form developed by the Division and mutually agreed to by the Union which shall include the criteria, inter alia, of the quality of work, the quantity of the work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory skill and performance of supervisory duties.** A service rating will be conducted by the employee's immediate supervisor. When an employee is rated "unsatisfactory" **or in "need of improvement,"** the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of **overall "unsatisfactory"** must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report and prior to its submission to the Chief State's Attorney. **A copy of all service ratings of overall "unsatisfactory" shall also be provided to the Union President within seven (7) days after receipt of such service rating by the Director of Human Resources.**

A Clerical Supervisor whose service rating includes areas related to his or her performance of supervisory duties which are unsatisfactory or in need

of improvement shall be required to develop a performance improvement plan which shall be subject to the approval of his or her superior. A copy of any such performance improvement plan shall be provided to the Union President within seven (7) days after receipt of such performance improvement plan by the Director of Human Resources. Failure to satisfactorily complete the performance improvement plan shall result in reassignment to a non-supervisory position following a meeting with the employee and the Union.

~~There shall be two overall ratings: "satisfactory" or "unsatisfactory".~~ An employee receiving an overall "unsatisfactory" evaluation shall not receive an annual increment.

- Article 13, Section 2.

Access to File. An employee, on his/her request, or a Union representative, upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any preemployment material or any other material that is confidential or privileged. Any privileged or confidential information shall not be revealed to any party outside the Division without the written consent of the employee **unless otherwise permitted or required by law.**

The Division reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee records upon presentation of written authorization by the appropriate employee.

- Article 17, Section 1.

Base Salary Increases.

- a. There shall be no increase in base salaries for the first year of this Agreement (~~2011-2012~~ **2016-2017**).

~~Wage increases implemented prior to ratification of this 2011-2016 Agreement shall cease effective the first day of the pay period following ratification of said Agreement and each employee's salary shall be the same as it was prior to such increase.~~

- b. There shall be no increase in base salaries for the second year of this Agreement (~~2012-2013~~ **2017-2018**).
- c. ~~Effective at the start of the pay period following July 1, 2013, the base annual salary of all employees shall be increased by three percent (3%).~~

There shall be no increase in base salaries for the third year of this Agreement (2018-2019).

~~Wage increases for the 2013-2014 contract year shall be delayed by the number of pay periods for which the increases were paid to employees in 2011-2012 prior to ratification of this Agreement; provided, however, that employees shall be made whole for the difference in percentage between the July 2011 increase received and the wage increase effective July 2013.~~

- d. Effective at the start of the pay period following July 1, ~~2014~~ **2019**, the base annual salary of all employees shall be increased by three **and one half** percent (3.5%).
- e. Effective at the start of the pay period following July 1, ~~2015~~ **2020**, the base annual salary of all employees shall be increased by three **and one half** percent (3.5%).
- **Article 17, Section 2.**

Annual Increments.

- a. There shall be no annual increments during the first year of this Agreement (~~2011-2012~~ **2016-2017**).
- b. There shall be no annual increments during the second year of this Agreement (~~2012-2013~~ **2017-2018**).
- c. **There shall be no annual increments during the third year of this Agreement (2018-2019). During the 2018-2019 contract year, an employee shall instead receive a lump sum pensionable bonus payment of two thousand dollars \$2,000 in July, 2018. Employees will continue to be eligible for and receive annual increments during the 2013-14 contract year in accordance with existing practice. During the 2013-14 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of five hundred dollars (\$500.00) in the payroll period when the annual increment would have been effective.**
- d. Employees will continue to be eligible for and receive annual increments during the ~~2014-15~~ **2019-2020** contract year in accordance with existing practice. During the ~~2014-15~~ **2019-2020** contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of five **seven**

hundred **fifty** dollars (~~\$500.00~~ **\$750.00**) in the payroll period when the annual increment would have been effective.

- e. Employees will continue to be eligible for and receive annual increments during the ~~2015-16~~ **2020-2021** contract year in accordance with existing practice. During the ~~2015-16~~ **2020-2021** contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of ~~five~~ **seven** hundred **fifty** dollars (~~\$500.00~~ **\$750.00**) in the payroll period when the annual increment would have been effective.

- **Article 17, Section 5.**

Longevity.

- a. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.
- b. For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:
 - (1) The schedule for longevity payments shall be as set forth in Appendix D. ~~For the longevity payment of October 2011, each eligible employee's longevity payment shall be reduced by the amount set forth in Appendix D of this Agreement.~~
 - (2) ~~No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during the period July 1, 2011 through June 30, 2013 shall be added to employees' service for the purpose of determining their eligibility and level of longevity entitlement if it would have otherwise counted when performed.~~ **The April, 2018 longevity payment will be delayed and made in July, 2018.**
 - (3) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their prior service in the Judicial Department counted for purposes of longevity.

- Article 17, Section 6.

~~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 eighteen (18) credits or the equivalent per year. Effective for the first semester following approval of this Agreement by the General Assembly, there shall be a maximum limit of \$1,500 tuition reimbursement per employee in each contract year. This maximum dollar limit may be adjusted in subsequent contract year(s) by mutual agreement of the parties.~~

~~b. — There shall be no additional funds encumbered for the purpose of tuition reimbursement in the first two years (2011-2013) of this Agreement. Funds not expended from the prior contract year shall remain available for tuition reimbursement. If the tuition reimbursement encumbrance has been depleted by June 30 of 2013, 2014 or 2015, there shall be new encumbrance of \$7,000 for the purpose of tuition reimbursement in the subsequent contract years.~~

~~c. — An employee applying for tuition reimbursement must submit the appropriate forms in accordance with Division procedures 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 fund committed for the course(s) shall be released and made available for others.~~

~~d. — Upon presentation of evidence of payment and successful completion of the course(s), the reimbursement per credit shall be as follows:~~

~~1. — For credit courses at accredited institutions of higher education, one hundred (100) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum of \$115 per credit for undergraduate courses and \$145 per credit for graduate courses.~~

~~2. — For other courses or programs, there shall be fifty (50) percent tuition reimbursement to a maximum of \$57.50 per credit for undergraduate courses and \$72.50 per credit for graduate courses.~~

~~e. Tuition reimbursement for external degree programs for courses offered at non-accredited institutions or non-credit course shall be subject to prior approval by the Labor Management Committee. The Committee shall, as part of the approval process, determine the amount that will be reimbursed.~~

~~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.~~

- **Article 21, Section 6.**

~~Records. All vacation leave and personal leave shall be recorded in the State's electronic attendance records in the Office of the Chief State's Attorney. Such records which shall reflect for each eligible employee the current amount of vacation leave accrued, the amount and dates when such leave was taken, the current balance of such leave available, and the number of personal leave hours taken during the calendar year. The records will be subject to review by the Chief State's Attorney, and the individual record of an employee in the Division shall be available to such employee upon written request. Employees receive information concerning their leave balances on pay stubs/direct deposit reports.~~

- **REVISE TITLE OF ARTICLE 22 TO "SICK LEAVE AND LEAVE WITHOUT PAY."**
- **Article 22, Section 4. Special Leave of Absence with Pay Chargeable to Qualified Reasons for Usage of Accrued Sick Leave.** Any eligible employee may be granted **permission and approval** special leave of absence with pay chargeable to **utilize** accrued sick leave, for the following reasons:
 - a) for medical or dental treatment for which arrangement cannot be made outside of working hours;
 - b) when presence at **duty work** will expose others to contagious disease;
 - c) in the event of death in the immediate family when as much as five (5) working days' leave with pay may be granted for the death of a spouse, child or parent and as much as three (3) working days' leave with pay may be granted for the death of a sister, brother, grandparents or child, and other relative who is domiciled in the employee's household;

- d) in the event of critical illness or severe injury in the immediate family creating an emergency requiring the attendance or aid of the employee, when as much as five (5) days leave with pay in a calendar year may be granted;
 - e) **up to one (1) day of leave will be provided to an employee for the purpose of** going to, attending, and returning from funerals of persons other than members of the immediate family, if prior permission is requested of and granted by the employee's supervisor;
 - f) up to five (5) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to Division approval.
- **Article 22, Section 8.** Leave of Absence Without Pay.
 - a.
 1. If an employee has exhausted all available vacation and personal leave, a leave of absence without pay for **a continuous period of time** for the protection of or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the Chief State's Attorney for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such leave may be extended beyond one (1) year by the Chief State's Attorney.
 2. Upon expiration of paid leave for disability resulting from pregnancy, **in accordance with Section 5-248a of the Connecticut General Statutes**, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the Chief State's Attorney or his designee, be extended beyond the six (6) month period, with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief State's Attorney.
 - b. **Military leave shall be provided in accordance with State and Federal law as amended from time to time.** ~~A leave of absence without pay shall be granted to a full-time, permanent employee who leaves his/her employment for the purpose of entering the armed forces of the United~~

~~States. Such an employee shall be reinstated in his/her former position and duties provided the following conditions are met:~~

~~1) within ninety (90) days after he/she has received a certificate of satisfactory service from the armed forces, he/she makes application for return to service with the Division of Criminal Justice;~~

~~2) such person must be able and qualified to perform the work required; and~~

~~3) work must be available. In considering the factor of availability of work, the Division of Criminal Justice shall replace any employee, junior in service, who was employed for the purpose of filling the position vacated by such returning employee.~~

~~This section shall not apply to any employee who, because of voluntary reenlistment, has been absent from the service with the Division of Criminal Justice for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) day period herein before provided.~~

- Article 22, Section 11.

~~Records. All leave with or without pay shall be recorded in the State's electronic attendance records/system in the Office of the Chief State's Attorney. Such records shall reflect the current amount of sick leave accrued, and, when applicable, "bank" leave days, the amount and dates when leave was taken, and the current balance available to each employee. The records will be subject to review by the Chief State's Attorney, and the individual record of an employee in the Division shall be available to such employee upon written request.~~

- Article 33, Section 6.

~~Notice of Openings. Notice of vacancies to be filled in the bargaining unit shall be posted **distributed via e-mail on a division-wide basis**. A concurrent notice **via e-mail** will be sent to the Union's **Chief Steward President**. A notice shall remain posted **open and valid** for ten (10) work days of **from** the initial posting **e-mail distribution**. Interested employees must submit applications within ten (10) days of the initial **posting e-mail distribution**. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this **posting distribution and may interview external candidates at any time in the process**. **The Director of Human**~~

Resources shall notify the Union President of the individual who is appointed to the position.

- **Article 34, Sections 1 and 2.**

Section 1. Except as otherwise provided, this Agreement shall be effective July 1, ~~2014~~ **2016**, and shall expire June 30, ~~2016~~ **2021**.

Section 2. Negotiations for a successor agreement shall commence in February ~~2016~~ **2021**. The parties may, by mutual agreement, commence negotiations on a different date.

- **APPENDIX B, JOB CLASSIFICATIONS AND SALARY GROUPS**

JOB TITLE	CLASS CODE	SALARY GROUP
Appellate Secretary 1	2625	DC 16
Appellate Secretary 2	2627	DC 18
Clerical Supervisor	2607	DC 19-20
Clerk	2618	DC 10
Forensic Fraud Examiner 1	2600	DC 26
Forensic Fraud Examiner 2	2626	DC 29
Investigator*	2616	DC 19-21
Juvenile Investigator*	1323	DC 19-21
Purchasing Assistant	8502	DC 17
Secretary 1	2636	DC 15
Secretary 2	2622	DC 17-18
Senior Clerk	2603	DC 13
Telephone Operator	2676	DC 10

Note: Classifications are allocated to salary groups in accordance with the objective job evaluation point-to-pay-grade assignments as provided in Section 4 of the statewide SCOPE Agreement, as effective June 23, 1995, as modified by this Agreement.

- **APPENDIX D, LONGEVITY**

Longevity Payment of October 2011

The longevity payment for October 2011 for each eligible employee shall be reduced by the capped longevity as provided on the Department of Administrative Services longevity schedule for the salary grade in which the employee is currently placed. The salary grades applicable to Division classifications and the corresponding capped longevity amounts are as follows:

Salary Grade	DAS Capped Longevity			
	10 Years	15 Years	20 Years	25 Years
DC 10	\$75.00	\$150.00	\$225.00	\$300.00
DC 13	\$92.00	\$184.00	\$276.00	\$368.00
DC 15	\$97.50	\$195.00	\$292.50	\$390.00
DC 16	\$100.50	\$201.00	\$301.50	\$402.00
DC 17	\$103.25	\$206.50	\$309.75	\$413.00
DC 18	\$106.00	\$212.00	\$318.00	\$424.00
DC 19	\$109.00	\$218.00	\$327.00	\$436.00
DC 20	\$111.75	\$223.50	\$335.25	\$447.00
DC 21	\$114.75	\$229.50	\$344.25	\$459.00
DC 23	\$142.00	\$284.00	\$426.00	\$568.00
DC 26	\$159.00	\$318.00	\$477.00	\$636.00
DC 29	\$187.50	\$375.00	\$562.50	\$750.00

Longevity for the period July 1, 2011 2016 through June 30, 2013 2019 shall remain the same, except the April, 2018 payment shall be delayed until July, 2018 as reduced for the October 2011 payments as provided above:

Salary Grade	10 years	15 years	20 years	25 years
DC 10	\$251.75	\$503.50	\$755.25	\$1,007.00
DC 13	\$338.25	\$676.50	\$1,014.75	\$1,353.00
DC 15	\$366.25	\$732.50	\$1,098.75	\$1,465.00

DC 16	\$379.00	\$758.00	\$1,137.00	\$1,516.00
DC 17	\$388.25	\$776.50	\$1,164.75	\$1,553.00
DC 18	\$399.25	\$798.50	\$1,197.75	\$1,597.00
DC 19	\$409.75	\$819.50	\$1,229.25	\$1,639.00
DC 20	\$421.00	\$842.00	\$1,263.00	\$1,684.00
DC 21	\$431.25	\$862.50	\$1,293.75	\$1,725.00
DC 23	\$618.25	\$1,236.50	\$1,854.75	\$2,473.00
DC 26	\$736.00	\$1,472.00	\$2,208.00	\$2,944.00

Salary Grade	10 years	15 years	20 years	25 years
DC 10	\$275.00	\$550.00	\$825.00	\$1,100.00
DC 13	\$369.75	\$739.50	\$1,109.25	\$1,479.00
DC 15	\$400.25	\$800.50	\$1,200.75	\$1,601.00
DC 16	\$414.25	\$828.50	\$1,242.75	\$1,657.00
DC 17	\$424.35	\$848.50	\$1,272.75	\$1,697.00
DC 18	\$436.50	\$873.00	\$1,309.50	\$1,746.00
DC 19	\$447.75	\$895.50	\$1,343.25	\$1,791.00
DC 20	\$460.00	\$920.00	\$1,380.00	\$1,840.00
DC 21	\$471.00	\$942.00	\$1,413.00	\$1,884.00
DC 23	\$585.50	\$1,171.00	\$1,756.50	\$2,342.00
DC 26	\$675.50	\$1,351.00	\$2,026.50	\$2,702.00
DC 29	\$804.25	\$1,608.50	\$2,412.75	\$3,217.00

Longevity for contract years July 1, 2013 2019 through June 30, 2016 2021 shall be adjusted based on wage increases and resulting changes in average annual increment amounts as computed by CORE-CT.

- **APPENDIX E, JOB SECURITY**

From July 1, 2017 through June 30, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
 - employees in the initial probationary period established under Article 11, Section 1 of the collective bargaining agreement;
 - expiration of a temporary or durational appointment;
 - termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Articles 15 and 27, or the Placement and Training process of the SEBAC agreement. An employee who is laid off under the rules of the collective bargaining agreement or the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017-June 30, 2021 period.

- **APPENDIX F, FURLOUGH DAYS**

In accordance with the SEBAC framework, all employees are to take three (3) unpaid furlough days during Fiscal Year 2017-2018.

For the employees in this bargaining unit, this shall be accomplished as follows:

1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).
2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 21 of the collective bargaining agreement.
3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.
4. There shall be no compensation for unused furlough days under any circumstances.


- **JOB DESCRIPTION UPDATES**

The parties agree that, as a housekeeping matter, the Division will update the job descriptions for those positions covered by the collective bargaining agreement to reflect the duties that those in such positions currently perform and to make any legally appropriate updates. The Union President will be provided a copy of any updated job descriptions before they are distributed to bargaining unit members.

3. In accordance with the Ground Rules signed by the parties, the parties shall recommend the tentative agreement to their respective memberships for ratification.
4. Unless otherwise mutually agreed, in the event that either the SEBAC framework and/or this tentative agreement are not ratified by one or both parties, the tentative agreement shall be rendered null and void and not considered to be part of the parties' bargaining history.

STATE OF CONNECTICUT AFSCME, COUNCIL 4
DIVISION OF CRIMINAL JUSTICE


Chief Spokesperson


President Local 749
Full Debra Council 4